

RESOLUTION

SL
94-10

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On motion of Mr. Robin, seconded by Mr. Cascio, the following Resolution was offered and adopted:

BE IT RESOLVED by the State Mineral Board that Docket Item No. 94-10 from the February 22, 1994 Meeting be approved, said instrument being an Agreement among the State of Louisiana and certain overriding royalty owners under State Leases 335, 340 and 341, relating to the rights and obligations of the overriding royalty owners under subleases with Texaco Inc. as to acreage released pursuant to the Global Settlement Agreement among Texaco Inc., The Louisiana Land & Exploration Company and the State of Louisiana (Docket 94-9), the State properties affected by the proposed agreement are State Lease Nos. 335 340 and 341 located in the Parishes of St. Bernard, Plaquemines, Iberia, St. Mary, Terrebonne and Vermilion, with further particulars being stipulated in the instrument.

BE IT FURTHER RESOLVED that either the Chairman, Vice-Chairman, Secretary, Deputy Assistant Secretary or Chief Landman be and he is hereby authorized to reflect the approval of the instrument by signing said instrument for the Board.

CERTIFICATE

I hereby certify that the above is a true and correct copy of a Resolution adopted at a meeting of the State Mineral Board held in the City of Baton Rouge, Louisiana, on the 22nd day of February, 1994, pursuant to due notice, at which meeting a quorum was present, and that said Resolution is duly entered in the Minute Book of said Board and is now in full force and effect.


State Mineral Board

ENTRY NO. 248847 RECORDED IN CONVEYANCE BOOK 37-2 AT FOLIO 522

**AGREEMENT BY AND AMONG THE STATE OF LOUISIANA
AND WILLIAM B. LAWTON COMPANY, INC., ET AL.**

MAY 19 1995

This agreement is made and entered into this 22nd day of February, 1994, by and among:

THE STATE OF LOUISIANA, THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES and THE LOUISIANA STATE MINERAL BOARD (collectively hereinafter the "State"),

WILLIAM B. LAWTON COMPANY, INC. and other persons and entities who own overriding royalty interests in State Leases 335, 340 and 341, whose names and signatures appear below (collectively hereinafter the "Overriding Royalty Owners" or "ORROs").

WHEREAS, on January 23, 1936 the State of Louisiana granted State Lease 335 in favor of William T. Burton covering lands and waterbottoms situated in St. Bernard and Plaquemines Parishes, Louisiana, and

WHEREAS, on February 7, 1936, the State of Louisiana granted State Lease 340 in favor of William T. Burton on lands and waterbottoms situated in Iberia, St. Mary, Terrebonne and Vermilion Parishes, Louisiana; and

WHEREAS, on February 18, 1936, the State of Louisiana granted State Lease 341 in favor of William T. Burton on lands and waterbottoms situated in Terrebonne Parish, Louisiana; and

WHEREAS, by instrument dated January 31, 1936, William T. Burton granted a sublease of State Lease 335 to The Texas Company, and

WHEREAS, by instrument dated February 15, 1936, William T. Burton granted a sublease of State Lease 340 to The Texas Company, and

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Recorded in C.O.B. 569 Folio

and M.C.B. 95 Folio

Parish of St. Bernard on the 9 day

of August, 1994.

AGREEMENT BY AND AMONG THE STATE OF LOUISIANA
AND WILLIAM B. LAWTON COMPANY, INC. ET AL.

Lena R. Jones

Clerk of Court and Recorder

This agreement is made and entered into this 9th day of

February, 1994, by and among:

THE STATE OF LOUISIANA, THE LOUISIANA DEPARTMENT OF
NATURAL RESOURCES and THE LOUISIANA STATE MINERAL BOARD
(collectively hereinafter the "State"),

WILLIAM B. LAWTON COMPANY, INC. and other persons and
entities who own overriding royalty interests in State
Leases 335, 340 and 341, whose names and signatures
appear below (collectively hereinafter the "Overriding
Royalty Owners" or "ORROs").

WHEREAS, on January 23, 1936 the State of Louisiana
granted State Lease 335 in favor of William T. Burton covering
lands and waterbottoms situated in St. Bernard and Plaquemines
Parishes, Louisiana, and

WHEREAS, on February 7, 1936, the State of Louisiana
granted State Lease 340 in favor of William T. Burton on lands and
waterbottoms situated in Iberia, St. Mary, Terrebonne and Vermilion
Parishes, Louisiana; and

WHEREAS, on February 18, 1936, the State of Louisiana
granted State Lease 341 in favor of William T. Burton on lands and
waterbottoms situated in Terrebonne Parish, Louisiana; and

WHEREAS, by instrument dated January 31, 1936, William T.
Burton granted a sublease of State Lease 335 to The Texas Company,
and

WHEREAS, by instrument dated February 15, 1936, William
T. Burton granted a sublease of State Lease 340 to The Texas
Company, and

WHEREAS, by instrument dated February 27, 1936, William T. Burton granted a sublease of State Lease 341 to The Texas Company (the three aforementioned subleases by William T. Burton to The Texas Company are hereinafter referred to as "the Subleases"); and

WHEREAS, under each of the Subleases, William T. Burton retained a 1/24th overriding royalty interest in the oil, gas and other minerals produced and saved therefrom; and

WHEREAS, each of the Subleases provides "in the event transferee [the Texas Company] elects to abandon or surrender said lease, or any part thereof, instead of surrendering the same back to lessor [the State] it will reassign back to transferrer [William T. Burton] said lease or such part thereof as is intended to be surrendered or abandoned under the following conditions:

Transferee agrees to give transferrer not less than thirty (30) days written notice of its intention to so abandon said lease or any part thereof prior to the next ensuing rental paying date or date upon which drilling is required under the terms of said lease. Transferrer shall then notify transferee in writing, within twenty (20) days of the receipt of such notice, of his intention to accept or reject such reassignment, and failing so to do, transferee may immediately, without liability hereunder, release said lease or any part thereof to the lessor, . . .";

and

WHEREAS, Texaco Inc. ("Texaco") is the successor in interest to The Texas Company; and

WHEREAS, by sales, assignments and other transfers the ORROs acquired interests in and to the interest of William T. Burton in State Leases 335, 340 and 341; and

WHEREAS, disputes have arisen among the State, Texaco and the Louisiana Land & Exploration Company ("LL&E") relating to the State's demand for payment of additional royalties under State leases held by Texaco, including State Leases 335, 340 and 341, and the effect of Texaco's filing of bankruptcy proceedings pursuant to Chapter 11 of the United States Bankruptcy Code, which disputes are pending in the United States District Court for the Middle District of Louisiana in the case styled Texaco Inc. et al. v. The Louisiana Land & Exploration Company and the State of Louisiana, et al. v. Lafourche Parish School Board v. Texaco Inc., No. 88-998-A (the "Proceeding"); and

WHEREAS, the State has asserted in the Proceedings that certain State Leases held by Texaco, including State Leases 335, 340 and 341, should be canceled under the bankruptcy laws and as a result of Texaco's alleged underpayment of royalties to the State; and

WHEREAS, Texaco and the State have agreed to resolve fully and completely all disputes between them asserted in the Proceeding under the terms of the Global Settlement Agreement among Texaco, LL&E and the State; and

WHEREAS, as part of the Global Settlement Agreement Texaco and the State have agreed upon an acreage development/ release schedule (Attachment B to the Global Settlement Agreement), wherein Texaco agrees (a) to release within 90 days of the effective date of the settlement 33,000 nonproducing State lease acres and (b) to drill wells on the remaining non-producing State

Lease acreage held by Texaco within the time schedules set forth in Attachment B under the terms and conditions set forth therein, or to release Texaco's interest in that acreage, and

WHEREAS, a portion of the 33,000 acres to be released within 90 days of the settlement and a portion of the remaining nonproducing State Lease acres subject to the development/release schedule are located within State Leases 335, 340 and 341; and

WHEREAS, the ORROs desire that the State and Texaco resolve their disputes and that the State dismiss its claim for lease cancellation, and

WHEREAS, the ORROs further desire that Texaco develop State Leases 335, 340 and 341 in accordance with the provisions of Attachment B; and

WHEREAS, the State desires that acreage to be released by Texaco from State Leases 335, 340, and 341 pursuant to Attachment B, which may be reassigned to one or more of the ORROs pursuant to the Subleases, be developed by the ORROs in accordance with an agreed upon schedule or released back to the State; and

WHEREAS, the ORROs desire that the State acknowledge their rights to receive reassignment of the acreage released by Texaco under the Subleases, and that if some but not all ORROs elect to have acreage reassigned, the interests of those ORROs in the released acreage be reassigned to the ORROs who accept reassignment;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations herein set forth, the receipt and

sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

(A) "Attachment B" shall mean the Acreage Development/Release Schedule attached as Attachment B to the Global Settlement Agreement dated February 22, 1994, among the State, Texaco and LL&E.

(B) The capitalized terms used in this Agreement shall have the same meaning given to them in the Global Settlement Agreement and Attachment B, which definitions are incorporated herein by reference

2. REASSIGNMENT RIGHTS

(A) Concurrently herewith the ORROs have entered into a separate agreement with Texaco relating to the prospective release of acreage within State Leases 335, 340 and 341 by Texaco under Attachment B (the "ORRO/Texaco Agreement"). Under that agreement Texaco has confirmed that it shall give written notice to the ORROs of its intentions to release any Nonproducing State Lease Acreage included within State Leases 335, 340 and 341, including the initial 33,000 acres, no less than 30 days prior to the date on which any such release would be required pursuant to Attachment B.

(B) Each ORRO shall notify Texaco in writing within 20 days of receipt of such notice, of his or her intention to accept or reject reassignment of the leasehold interest to be released pursuant to the Sublease(s). The failure of an ORRO to accept reassignment shall constitute an election not to receive such

reassignment.

(C) If fewer than all of the ORROs who are signatory to this Agreement timely elect reassignment of such leasehold interest, the State agrees that the ORROs electing to receive reassignments ("Participating ORROs") shall be entitled to their respective proportionate leasehold interests in the acreage proposed for release, plus their proportionate interest in the leasehold interest of any ORRO who is signatory to this Agreement and who does not elect reassignment from Texaco.

(D) The ORROs shall enter into a participation agreement among themselves whereby the rights to reassignment and development of individual ORROs shall be assigned to a control group that is authorized to act on behalf of the signatories to the participation agreement. The State agrees to recognize any election timely made under this paragraph 2, including notice of acceptance of reassignment under paragraph 2(B), by the control group, provided that (i) the participation agreement authorizes the control group to act on behalf of the signatories, (ii) all of the signatories to the participation agreement are bound by the terms of this Agreement, and (iii) the participation agreement shall be delivered to the State by the control group in accordance with the provisions of paragraph 11 of this Agreement and shall be delivered to Texaco. The term "Participating ORROs" shall include any ORRO for whom the control group makes a timely acceptance of reassignment.

(E) The parties hereto further agree that, as to the interest of any overriding royalty owner under State Leases 335, 340 and 341

who is not a party to or bound by this Agreement ("Nonparty") the following rules shall apply:

- (1) As to any Nonparty who timely elects to receive reassignment of the released acreage, Texaco shall reassign to that person or entity its proportionate interest in the leasehold acreage.
- (2) The proportionate leasehold interest of a Nonparty who does not timely elect reassignment of any released acreage shall be released by Texaco.

(F) If one or more Participating ORROs elect to have a leasehold interest reassigned to them pursuant to this paragraph 2, and if a part of that leasehold interest is subject to being released by Texaco pursuant to Paragraph 2(E)(2), the Participating ORROs shall have the right and option to reassignment of the leasehold interest that would have been released by paying the Office of Mineral Resources as liquidated damages an amount equal to the product of \$250 per leasehold acre to be reassigned times the percentage leasehold interest that is subject to release. The option shall be exercised in the following manner. Texaco has agreed to notify both the State and the Participating ORROs thirty (30) days after giving notice of its intention to release Nonproducing State Lease Acreage of the percentage of the leasehold interest to be released pursuant to paragraph 2(E)(2). The Participating ORROs shall have 15 days from the receipt of such notice to exercise their right to reassignment of that interest by giving written notice to the State. Payment of the liquidated

damages to the State shall be made no later than the date on which the ORROs elect to commence drilling operations or release the Acreage under paragraph 4(B) of this Agreement. Upon receipt of payment the State shall cause reassignment of this leasehold interest to the Participating ORROs (unless the acreage is to be released pursuant to the terms hereof). Any such interest acquired by the Participating ORROs will be subject to all terms and conditions of this Agreement.

3. INFORMATION PROVIDED BY TEXACO

As to any Nonproducing State Lease Acreage to be released by Texaco pursuant to Attachment B, including the initial 33,000 acres, Texaco has agreed in the ORRO/Texaco Agreement to identify such acreage to the ORROs in writing no less than 30 days prior to the date such release is contemplated under Attachment B and to provide to the ORROs or their designated representatives with geologic, geophysical and seismic data and other information relating to the acreage to be released.

4. DEVELOPMENT/RELEASE SCHEDULE FOR PARTICIPATING ORROs

The leasehold acreage reassigned to the Participating ORROs pursuant to paragraph 2 hereof shall be developed or released back to the State in accordance with the following terms and conditions:

- (A) The obligations of the Participating ORROs to develop or release reassigned leasehold acreage shall be applicable with respect to each separate field or Designated Area as those terms are used in Attachment B.

- (B) As to the reassigned acreage in each field or Designated Area, as the case may be, within one year of the later of the delivery of data by Texaco in accordance with paragraph 3 above or of the State's approval of the initial reassignment of the leasehold acreage to the ORROs (under paragraph 2(B) above) ("Effective Date of Reassignment"), the ORROs shall either (i) commence operations for the drilling of a well on or affecting the reassigned Nonproducing State Lease Acreage in such field or Designated Area; (ii) conduct seismic surveys relating to such acreage; or (iii) release to the State the reassigned Nonproducing State Lease Acreage contained in such field or Designated Area. If the ORROs elect to conduct seismic surveys in a particular field or Designated Area they shall release at the end of the aforesaid one year period any reassigned Nonproducing State Lease Acreage that is not included within the geological limits of the seismic surveys. The "geological limits" of 2-D seismic will be defined by the ORROs at the time the commitment for such seismic operation is submitted to the State in accordance with paragraph 6 of this Agreement.
- (C) Within 180 days after completion of seismic surveys on a particular field or Designated Area, the ORROs shall either (i) commence operations for the drilling of a well on or affecting reassigned Nonproducing State Lease

Acreage in that field or Designated Area, or (ii) release to the State the reassigned Nonproducing State Lease Acreage in that field or Designated Area. For the purpose of this paragraph, a seismic survey shall be deemed completed when processed according to predetermined specifications. In no event shall the conduct of seismic operations extend the deadline for commencement of drilling operations beyond two years from the Effective Date of Reassignment.

5. EFFECT OF OPERATIONS

The provisions of Section X, XI, and XIII of Attachment B shall apply to any operations conducted by the Participating ORROs or caused to be conducted by the Participating ORROs through farmouts, assignments, subleases, joint ventures or such other agreements to cause operations to be undertaken on State Lease acreage commonly used in the oil and gas industry in Louisiana, unless the context of such provisions clearly does not apply. By way of example but not limitation, if the ORROs commence operations for the drilling of a well on or affecting reassigned Nonproducing State Lease Acreage prior to the deadlines for releasing such acreage set forth in paragraph 4 of this Agreement, upon completion of such drilling operations (regardless of whether such operations result in the production of hydrocarbons or a dry hole) the reassigned acreage in the State Lease field or Designated Area (as the case may be) shall be submitted to the fact finding process of the State Mineral Board. From that time forward, the provisions of

paragraph 4 of this Agreement shall no longer apply to reassigned acreage in that field or Designated Area, and the ORROs shall be subject to the obligation of reasonable development as provided by Louisiana law with respect to such acreage.

6. SEMI-ANNUAL MEETINGS AND REPORTS

Commencing in the year in which Nonproducing State Lease Acreage is reassigned by Texaco to the Participating ORROs the Participating ORROs or their authorized representatives shall meet with the Mineral Board every April and October to review their activities and plans relating to matters set forth in this Agreement. No later than fourteen (14) days prior to each scheduled meeting the Participating ORROs will submit a report to the Mineral Board in the form attached as Exhibit "2" to Attachment B.

7. ROYALTY TO THE STATE

As to any Nonproducing State Lease Acreage reassigned to the Participating ORROs, the royalty percentage to the State on oil, gas and other minerals shall be increased to a total of 20% with royalties being calculated and paid on such acreage and in accordance with the most current State Mineral Lease form (presently the 1981 State Lease Form).

8. RATIFICATION OF STATE LEASES

State Leases 334, 335, 340, and 341 and all Subleases thereof, and all sales and assignments of these leases by William T. Burton and his successors in title which have been approved by the State Mineral Board are hereby ratified and confirmed by the State and

the ORROs and shall continue in full force and effect as amended hereby.

9. MINERAL BOARD APPROVAL

The parties expressly recognize that the State Mineral Board reserves the right to approve any transfer of interest in any State Lease. The ORROs agree that they shall immediately seek State Mineral Board approval of any proposed reassignments pursuant to the Subleases and this Agreement. Without limiting its authority, the State agrees that the State Mineral Board shall not unreasonably refuse to approve any reassignments to the ORROs of interests in State Leases 335, 340, and/or 341 pursuant to this Agreement; and the State Mineral Board further agrees not to unreasonably refuse to approve any proposed transfer by the ORROs through farmouts, assignments, subleases, joint ventures or such other agreements to transfer State Lease Acreage commonly used in the oil and gas industry in Louisiana for the purpose of causing further development of reassigned interests.

10. BINDING NATURE OF AGREEMENT

(A) This Agreement shall be binding on all ORROs who sign it without regard to whether it is signed by all persons or entities owning overriding royalty interests in State Leases 335, 340 and 341.

(B) This Agreement shall not be binding on the State or the ORROs until signed by ORROs who hold in the aggregate 52% of the total overriding royalty interests in State Leases 335, 340 and 341. This condition may be waived by the State by notice in

writing to the ORROs who execute this Agreement.

(C) This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as the original instrument. If counterparts of this Agreement are executed, the signatures of the parties, as affixed to each counterpart, may be combined into and used as a single document.

11. NOTICES

All notices or other communications provided for or contemplated under this Agreement shall be made by overnight delivery service of the United States Postal Service or the equivalent service offered by a private carrier. The notice shall be effective as of the date reflected on the sender's receipt acknowledging to the United States Postal Service or private carrier (as the case may be) Notices shall be sent to the following designated persons.

(A) **The State of Louisiana**

Assistant Secretary, Office of Mineral Resources
Louisiana Department of Natural Resources

By mail :

P.O. Box 2827
Baton Rouge LA 70821

By hand :

4th Floor
625 North Fourth Street
Baton Rouge, LA 70802

(B) **The Overriding Royalty Owners**

The address appearing below the signature of each ORRO to this Agreement.

The person(s) designated to receive notice on behalf of a party and the addresses to which notices are to be sent may be changed by that party by written notice to all other parties to the Agreement, provided, however, that the ORROs are not required to give notice to each other of any such change.

12. APPLICATION OF LOUISIANA LAW

This Agreement shall be construed under and governed by the laws of the State of Louisiana.

13. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire consideration for its mutual terms and obligations and further that it reflects the entire Agreement and understanding between the parties and that no other representations, warranties or promises, either expressed or implied, have been made or relied upon by any party as consideration for this Agreement.

14. AUTHORITY

The persons executing this Agreement represent and warrant that they have authority to act on behalf of the parties and to bind the parties to the terms and conditions of this Agreement. Any person executing this Agreement as an agent, representative or fiduciary shall indicate the name of the party or entity that he or she represents and his or her capacity in signing this Agreement.

15. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed without regard to the party or parties responsible for its preparation, and it shall be deemed to have been prepared jointly by all parties. Any ambiguity or

uncertainty existing herein shall not be interpreted or construed against any party hereto. Further, each party acknowledges that it was represented by counsel in connection with the negotiation and execution of this Agreement, is fully competent to execute this Agreement, understands its terms and provisions and has voluntarily executed this Agreement.

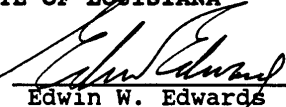
16. RELEASE OF ACREAGE


All releases of reassigned Nonproducing State Lease Acreage, including the initial 33,000 acres, required hereunder shall be executed by each ORRO and delivered to the State within 30 days after the deadlines established herein. If any ORRO fails or refuses to sign a release of his or her leasehold interest required hereunder, the State shall be entitled to reasonable attorneys fees and costs against such ORRO expended in obtaining judicial cancellation or release of that interest.

17. EFFECTIVE DATE


The effective date of this Agreement shall be the later of (a) the date this Agreement is finally approved by the State Mineral Board, (b) the date on which not less than 52% in interest of the ORROs of State Leases 335, 340 and 341 have executed this Agreement; or (c) the date on which the State waives the condition that 52% in interest of the ORROs execute this Agreement.

STATE OF LOUISIANA

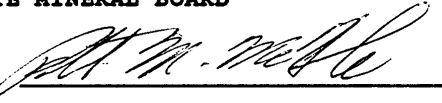
By: 
Edwin W. Edwards
Title: Governor

By: 
Richard P. Ieyoub
Title: Attorney General

THE LOUISIANA DEPARTMENT OF NATURAL
RESOURCES

By: 
Title:

STATE MINERAL BOARD

By: 
Title:

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 28th day of ^{March}~~February~~, 1994, before me personally appeared Edwin W. Edwards, to me personally known, who, being by me duly sworn, did say that he is the Governor of the STATE OF LOUISIANA said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of, and said appearer acknowledged said instrument to be the free and deed of, the STATE OF LOUISIANA.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:

Ernest B. B. B.
Sett A. Wilks

Edwin Edwards
Warren A. H. H.
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE


On this 28th day of March, 1994, before me personally appeared Richard P. Ieyoub, to me personally known, who, being by me duly sworn, did say that he is the Attorney General of the STATE OF LOUISIANA said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of, and said appearer acknowledged said instrument to be the free and deed of, the STATE OF LOUISIANA.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:

Ernest A. Butler
Letta A. Willis

Richard P. Ieyoub
Warren A. Hunt
NOTARY PUBLIC

A circular notary seal for Warren A. Hunt, Notary Public, State of Louisiana, East Baton Rouge Parish. The seal contains the text "NOTARY PUBLIC", "STATE OF LOUISIANA", and "EAST BATON ROUGE PARISH".

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 28th day of ~~February~~ ^{March}, 1994, before me personally appeared John F. Ales, to me personally known, who, being by me duly sworn, did say that he is the Secretary of the LOUISIANA DEPARTMENT OF NATURAL RESOURCES and said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of, and said appearer acknowledged said instrument to be the free and deed of, the LOUISIANA DEPARTMENT OF NATURAL RESOURCES.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:

Emory D. Boudreaux
Beth A. Wallis

Warren A. Hunt
NOTARY PUBLIC

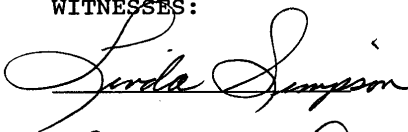
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 16 day of March, 1994, before me personally appeared Robert M. McHale, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the LOUISIANA STATE MINERAL BOARD said appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of, and said appearer acknowledged said instrument to be the free and deed of, the LOUISIANA STATE MINERAL BOARD.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.

WITNESSES:


Linda Simpson


Elizabeth Daley


ROBERT M. MCHALE


NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, in the presence of undersigned witnesses, personally came and appeared:

V. W. CLEVELAND, III who upon being duly sworn, did depose and say:

That he is the Trust Officer of Hibernia National Bank, New Orleans, a Louisiana corporation, and that he executed the within instrument for and on behalf of said corporation by order of the Board of Directors of said corporation and acknowledged the within instrument to be the free act and deed of said corporation.

WITNESSES:

HIBERNIA NATIONAL BANK, TRUSTEE
F/B/O Allen-Williams
Children

Bruce Battiste

Susan Carroll

BY:

V. W. Cleveland, III
Trust Officer
Hibernia National Bank, Trustee
Post Office Box 61964
New Orleans, LA 70161

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15 DAY OF JUNE, 1994

Beth Exum Johnson
NOTARY PUBLIC

BETH EXUM JOHNSON
NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
MY COMMISSION IS FOR LIFE

**A. LEASE PROTECTION AGREEMENT
(STATE/ORRO AGREEMENT)**

Primarily, this Agreement, coupled with the Global Settlement Agreement, eliminates the lease cancellation and ratifies and confirms the leases in force and effect. In addition, the State acknowledges that the ORROs have the right to receive reassignment of the acreage released by Texaco pursuant to the Global Agreement. Further, the Agreement provides that the ORROs accepting reassignment can acquire the interest of those ORROs choosing not to participate in development or receive reassignment. Those signing the Agreement (Participating ORROs) can attempt to develop the acreage released by Texaco pursuant to a procedure and timetable for development and/or release of reassigned acreage. This document also provides that the ORROs shall enter into the Participation Agreement which grants a "control group" certain powers necessary to fulfill this Agreement.

The Agreement acknowledges and reiterates the notice terms of the subleases and the Data Agreement: Texaco must give the ORROs 30 days written notice of its intentions to release specific acreage. The ORROs then have 20 days in which to accept or reject reassignment of the acreage. If you become a signatory to this Agreement and elect to receive reassignment of the acreage released by Texaco, you become a "Participating ORRO". However, those who do not sign the Agreement and the Participation Agreement become a "Nonparty."

The Reassignment Rights are provided for in of Paragraph 2 of the Agreement. Under the terms, the Participating ORROs (and those Nonparties accepting reassignment) maintain their current royalty position in acreage released by Texaco. In addition, the Participating ORROs can receive his or her respective percentage in the interest of others that decline reassignment of the acreage by paying a respective share of \$250 per leasehold acre reassigned by the State. (See Paragraph 2-C; 2-D; and 2-F) In so doing, the Participating ORROs retain control of the working interest in the released/reassigned acreage, and can market or develop the leases accordingly. (Remember, an ORRO can always choose to limit exposure by becoming an Assignor under the terms of the Participation Agreement.)

A Nonparty in essence becomes a Working Interest owner without the added benefits of the terms of the Agreement, including the reassignment rights discussed above. Moreover, Nonparties do not receive any benefits under the terms of the Lease Participation Agreement or of the Texaco Data Agreement.

The Agreement also spells out the procedures for development and release of, and the effect of operations on, the leases by the Participating ORROs. Semi-annually, the Participating ORROs must meet with and discuss development activities with the Mineral Board.

**AGREEMENT BY AND AMONG THE STATE OF LOUISIANA
AND WILLIAM B. LAWTON COMPANY, INC., ET AL.**

This agreement is made and entered into this 22nd day of February, 1994, by and among:

THE STATE OF LOUISIANA, THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES and THE LOUISIANA STATE MINERAL BOARD (collectively hereinafter the "State"),

WILLIAM B. LAWTON COMPANY, INC. and other persons and entities who own overriding royalty interests in State Leases 335, 340 and 341, whose names and signatures appear below (collectively hereinafter the "Overriding Royalty Owners" or "ORROs").

WHEREAS, on January 23, 1936 the State of Louisiana granted State Lease 335 in favor of William T. Burton covering lands and waterbottoms situated in St. Bernard and Plaquemines Parishes, Louisiana, and

WHEREAS, on February 7, 1936, the State of Louisiana granted State Lease 340 in favor of William T. Burton on lands and waterbottoms situated in Iberia, St. Mary, Terrebonne and Vermilion Parishes, Louisiana; and

WHEREAS, on February 18, 1936, the State of Louisiana granted State Lease 341 in favor of William T. Burton on lands and waterbottoms situated in Terrebonne Parish, Louisiana; and

WHEREAS, by instrument dated January 31, 1936, William T. Burton granted a sublease of State Lease 335 to The Texas Company, and

WHEREAS, by instrument dated February 15, 1936, William T. Burton granted a sublease of State Lease 340 to The Texas Company, and

WHEREAS, by instrument dated February 27, 1936, William T. Burton granted a sublease of State Lease 341 to The Texas Company (the three aforementioned subleases by William T. Burton to The Texas Company are hereinafter referred to as "the Subleases"); and

WHEREAS, under each of the Subleases, William T. Burton retained a 1/24th overriding royalty interest in the oil, gas and other minerals produced and saved therefrom; and

WHEREAS, each of the Subleases provides "in the event transferee [the Texas Company] elects to abandon or surrender said lease, or any part thereof, instead of surrendering the same back to lessor [the State] it will reassign back to transferrer [William T. Burton] said lease or such part thereof as is intended to be surrendered or abandoned under the following conditions:

Transferee agrees to give transferrer not less than thirty (30) days written notice of its intention to so abandon said lease or any part thereof prior to the next ensuing rental paying date or date upon which drilling is required under the terms of said lease. Transferrer shall then notify transferee in writing, within twenty (20) days of the receipt of such notice, of his intention to accept or reject such reassignment, and failing so to do, transferee may immediately, without liability hereunder, release said lease or any part thereof to the lessor, . . .";

and

WHEREAS, Texaco Inc. ("Texaco") is the successor in interest to The Texas Company; and

WHEREAS, by sales, assignments and other transfers the ORROs acquired interests in and to the interest of William T. Burton in State Leases 335, 340 and 341; and

WHEREAS, disputes have arisen among the State, Texaco and the Louisiana Land & Exploration Company ("LL&E") relating to the State's demand for payment of additional royalties under State leases held by Texaco, including State Leases 335, 340 and 341, and the effect of Texaco's filing of bankruptcy proceedings pursuant to Chapter 11 of the United States Bankruptcy Code, which disputes are pending in the United States District Court for the Middle District of Louisiana in the case styled Texaco Inc. et al. v. The Louisiana Land & Exploration Company and the State of Louisiana, et al. v. Lafourche Parish School Board v. Texaco Inc., No. 88-998-A (the "Proceeding"); and

WHEREAS, the State has asserted in the Proceedings that certain State Leases held by Texaco, including State Leases 335, 340 and 341, should be canceled under the bankruptcy laws and as a result of Texaco's alleged underpayment of royalties to the State; and

WHEREAS, Texaco and the State have agreed to resolve fully and completely all disputes between them asserted in the Proceeding under the terms of the Global Settlement Agreement among Texaco, LL&E and the State; and

WHEREAS, as part of the Global Settlement Agreement Texaco and the State have agreed upon an acreage development/release schedule (Attachment B to the Global Settlement Agreement), wherein Texaco agrees (a) to release within 90 days of the effective date of the settlement 33,000 nonproducing State lease acres and (b) to drill wells on the remaining non-producing State

Lease acreage held by Texaco within the time schedules set forth in Attachment B under the terms and conditions set forth therein, or to release Texaco's interest in that acreage, and

WHEREAS, a portion of the 33,000 acres to be released within 90 days of the settlement and a portion of the remaining nonproducing State Lease acres subject to the development/release schedule are located within State Leases 335, 340 and 341; and

WHEREAS, the ORROs desire that the State and Texaco resolve their disputes and that the State dismiss its claim for lease cancellation, and

WHEREAS, the ORROs further desire that Texaco develop State Leases 335, 340 and 341 in accordance with the provisions of Attachment B; and

WHEREAS, the State desires that acreage to be released by Texaco from State Leases 335, 340, and 341 pursuant to Attachment B, which may be reassigned to one or more of the ORROs pursuant to the Subleases, be developed by the ORROs in accordance with an agreed upon schedule or released back to the State; and

WHEREAS, the ORROs desire that the State acknowledge their rights to receive reassignment of the acreage released by Texaco under the Subleases, and that if some but not all ORROs elect to have acreage reassigned, the interests of those ORROs in the released acreage be reassigned to the ORROs who accept reassignment;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations herein set forth, the receipt and

sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

(A) "Attachment B" shall mean the Acreage Development/Release Schedule attached as Attachment B to the Global Settlement Agreement dated February 22, 1994, among the State, Texaco and LL&E.

(B) The capitalized terms used in this Agreement shall have the same meaning given to them in the Global Settlement Agreement and Attachment B, which definitions are incorporated herein by reference

2. REASSIGNMENT RIGHTS

(A) Concurrently herewith the ORROs have entered into a separate agreement with Texaco relating to the prospective release of acreage within State Leases 335, 340 and 341 by Texaco under Attachment B (the "ORRO/Texaco Agreement"). Under that agreement Texaco has confirmed that it shall give written notice to the ORROs of its intentions to release any Nonproducing State Lease Acreage included within State Leases 335, 340 and 341, including the initial 33,000 acres, no less than 30 days prior to the date on which any such release would be required pursuant to Attachment B.

(B) Each ORRO shall notify Texaco in writing within 20 days of receipt of such notice, of his or her intention to accept or reject reassignment of the leasehold interest to be released pursuant to the Sublease(s). The failure of an ORRO to accept reassignment shall constitute an election not to receive such

reassignment.

(C) If fewer than all of the ORROs who are signatory to this Agreement timely elect reassignment of such leasehold interest, the State agrees that the ORROs electing to receive reassignments ("Participating ORROs") shall be entitled to their respective proportionate leasehold interests in the acreage proposed for release, plus their proportionate interest in the leasehold interest of any ORRO who is signatory to this Agreement and who does not elect reassignment from Texaco.

(D) The ORROs shall enter into a participation agreement among themselves whereby the rights to reassignment and development of individual ORROs shall be assigned to a control group that is authorized to act on behalf of the signatories to the participation agreement. The State agrees to recognize any election timely made under this paragraph 2, including notice of acceptance of reassignment under paragraph 2(B), by the control group, provided that (i) the participation agreement authorizes the control group to act on behalf of the signatories, (ii) all of the signatories to the participation agreement are bound by the terms of this Agreement, and (iii) the participation agreement shall be delivered to the State by the control group in accordance with the provisions of paragraph 11 of this Agreement and shall be delivered to Texaco. The term "Participating ORROs" shall include any ORRO for whom the control group makes a timely acceptance of reassignment.

(E) The parties hereto further agree that, as to the interest of any overriding royalty owner under State Leases 335, 340 and 341

who is not a party to or bound by this Agreement ("Nonparty") the following rules shall apply:

- (1) As to any Nonparty who timely elects to receive reassignment of the released acreage, Texaco shall reassign to that person or entity its proportionate interest in the leasehold acreage.
- (2) The proportionate leasehold interest of a Nonparty who does not timely elect reassignment of any released acreage shall be released by Texaco.

(F) If one or more Participating ORROs elect to have a leasehold interest reassigned to them pursuant to this paragraph 2, and if a part of that leasehold interest is subject to being released by Texaco pursuant to Paragraph 2(E)(2), the Participating ORROs shall have the right and option to reassignment of the leasehold interest that would have been released by paying the Office of Mineral Resources as liquidated damages an amount equal to the product of \$250 per leasehold acre to be reassigned times the percentage leasehold interest that is subject to release. The option shall be exercised in the following manner. Texaco has agreed to notify both the State and the Participating ORROs thirty (30) days after giving notice of its intention to release Nonproducing State Lease Acreage of the percentage of the leasehold interest to be released pursuant to paragraph 2(E)(2). The Participating ORROs shall have 15 days from the receipt of such notice to exercise their right to reassignment of that interest by giving written notice to the State. Payment of the liquidated

damages to the State shall be made no later than the date on which the ORROs elect to commence drilling operations or release the Acreage under paragraph 4(B) of this Agreement. Upon receipt of payment the State shall cause reassignment of this leasehold interest to the Participating ORROs (unless the acreage is to be released pursuant to the terms hereof). Any such interest acquired by the Participating ORROs will be subject to all terms and conditions of this Agreement.

3. INFORMATION PROVIDED BY TEXACO

As to any Nonproducing State Lease Acreage to be released by Texaco pursuant to Attachment B, including the initial 33,000 acres, Texaco has agreed in the ORRO/Texaco Agreement to identify such acreage to the ORROs in writing no less than 30 days prior to the date such release is contemplated under Attachment B and to provide to the ORROs or their designated representatives with geologic, geophysical and seismic data and other information relating to the acreage to be released.

4. DEVELOPMENT/RELEASE SCHEDULE FOR PARTICIPATING ORROs

The leasehold acreage reassigned to the Participating ORROs pursuant to paragraph 2 hereof shall be developed or released back to the State in accordance with the following terms and conditions:

- (A) The obligations of the Participating ORROs to develop or release reassigned leasehold acreage shall be applicable with respect to each separate field or Designated Area as those terms are used in Attachment B.

- (B) As to the reassigned acreage in each field or Designated Area, as the case may be, within one year of the later of the delivery of data by Texaco in accordance with paragraph 3 above or of the State's approval of the initial reassignment of the leasehold acreage to the ORROs (under paragraph 2(B) above) ("Effective Date of Reassignment"), the ORROs shall either (i) commence operations for the drilling of a well on or affecting the reassigned Nonproducing State Lease Acreage in such field or Designated Area; (ii) conduct seismic surveys relating to such acreage; or (iii) release to the State the reassigned Nonproducing State Lease Acreage contained in such field or Designated Area. If the ORROs elect to conduct seismic surveys in a particular field or Designated Area they shall release at the end of the aforesaid one year period any reassigned Nonproducing State Lease Acreage that is not included within the geological limits of the seismic surveys. The "geological limits" of 2-D seismic will be defined by the ORROs at the time the commitment for such seismic operation is submitted to the State in accordance with paragraph 6 of this Agreement.
- (C) Within 180 days after completion of seismic surveys on a particular field or Designated Area, the ORROs shall either (i) commence operations for the drilling of a well on or affecting reassigned Nonproducing State Lease

Acreage in that field or Designated Area, or (ii) release to the State the reassigned Nonproducing State Lease Acreage in that field or Designated Area. For the purpose of this paragraph, a seismic survey shall be deemed completed when processed according to predetermined specifications. In no event shall the conduct of seismic operations extend the deadline for commencement of drilling operations beyond two years from the Effective Date of Reassignment.

5. EFFECT OF OPERATIONS

The provisions of Section X, XI, and XIII of Attachment B shall apply to any operations conducted by the Participating ORROs or caused to be conducted by the Participating ORROs through farmouts, assignments, subleases, joint ventures or such other agreements to cause operations to be undertaken on State Lease acreage commonly used in the oil and gas industry in Louisiana, unless the context of such provisions clearly does not apply. By way of example but not limitation, if the ORROs commence operations for the drilling of a well on or affecting reassigned Nonproducing State Lease Acreage prior to the deadlines for releasing such acreage set forth in paragraph 4 of this Agreement, upon completion of such drilling operations (regardless of whether such operations result in the production of hydrocarbons or a dry hole) the reassigned acreage in the State Lease field or Designated Area (as the case may be) shall be submitted to the fact finding process of the State Mineral Board. From that time forward, the provisions of

paragraph 4 of this Agreement shall no longer apply to reassigned acreage in that field or Designated Area, and the ORROs shall be subject to the obligation of reasonable development as provided by Louisiana law with respect to such acreage.

6. SEMI-ANNUAL MEETINGS AND REPORTS

Commencing in the year in which Nonproducing State Lease Acreage is reassigned by Texaco to the Participating ORROs the Participating ORROs or their authorized representatives shall meet with the Mineral Board every April and October to review their activities and plans relating to matters set forth in this Agreement. No later than fourteen (14) days prior to each scheduled meeting the Participating ORROs will submit a report to the Mineral Board in the form attached as Exhibit "2" to Attachment B.

7. ROYALTY TO THE STATE

As to any Nonproducing State Lease Acreage reassigned to the Participating ORROs, the royalty percentage to the State on oil, gas and other minerals shall be increased to a total of 20% with royalties being calculated and paid on such acreage and in accordance with the most current State Mineral Lease form (presently the 1981 State Lease Form).

8. RATIFICATION OF STATE LEASES

State Leases 334, 335, 340, and 341 and all Subleases thereof, and all sales and assignments of these leases by William T. Burton and his successors in title which have been approved by the State Mineral Board are hereby ratified and confirmed by the State and

the ORROs and shall continue in full force and effect as amended hereby.

9. MINERAL BOARD APPROVAL

The parties expressly recognize that the State Mineral Board reserves the right to approve any transfer of interest in any State Lease. The ORROs agree that they shall immediately seek State Mineral Board approval of any proposed reassignments pursuant to the Subleases and this Agreement. Without limiting its authority, the State agrees that the State Mineral Board shall not unreasonably refuse to approve any reassignments to the ORROs of interests in State Leases 335, 340, and/or 341 pursuant to this Agreement, and the State Mineral Board further agrees not to unreasonably refuse to approve any proposed transfer by the ORROs through farmouts, assignments, subleases, joint ventures or such other agreements to transfer State Lease Acreage commonly used in the oil and gas industry in Louisiana for the purpose of causing further development of reassigned interests.

10. BINDING NATURE OF AGREEMENT

(A) This Agreement shall be binding on all ORROs who sign it without regard to whether it is signed by all persons or entities owning overriding royalty interests in State Leases 335, 340 and 341.

(B) This Agreement shall not be binding on the State or the ORROs until signed by ORROs who hold in the aggregate 52½ of the total overriding royalty interests in State Leases 335, 340 and 341. This condition may be waived by the State by notice in

writing to the ORROs who execute this Agreement.

(C) This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as the original instrument. If counterparts of this Agreement are executed, the signatures of the parties, as affixed to each counterpart, may be combined into and used as a single document.

11. NOTICES

All notices or other communications provided for or contemplated under this Agreement shall be made by overnight delivery service of the United States Postal Service or the equivalent service offered by a private carrier. The notice shall be effective as of the date reflected on the sender's receipt acknowledging to the United States Postal Service or private carrier (as the case may be) Notices shall be sent to the following designated persons.

(A) The State of Louisiana

Assistant Secretary, Office of Mineral Resources
Louisiana Department of Natural Resources

By mail :

P.O. Box 2827
Baton Rouge LA 70821

By hand :

4th Floor
625 North Fourth Street
Baton Rouge, LA 70802

(B) The Overriding Royalty Owners

The address appearing below the signature of each ORRO to this Agreement.

The person(s) designated to receive notice on behalf of a party and the addresses to which notices are to be sent may be changed by that party by written notice to all other parties to the Agreement, provided, however, that the ORROs are not required to give notice to each other of any such change.

12. APPLICATION OF LOUISIANA LAW

This Agreement shall be construed under and governed by the laws of the State of Louisiana.

13. ENTIRE AGREEMENT

The parties agree that this Agreement reflects the entire consideration for its mutual terms and obligations and further that it reflects the entire Agreement and understanding between the parties and that no other representations, warranties or promises, either expressed or implied, have been made or relied upon by any party as consideration for this Agreement.

14. AUTHORITY

The persons executing this Agreement represent and warrant that they have authority to act on behalf of the parties and to bind the parties to the terms and conditions of this Agreement. Any person executing this Agreement as an agent, representative or fiduciary shall indicate the name of the party or entity that he or she represents and his or her capacity in signing this Agreement.

15. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed without regard to the party or parties responsible for its preparation, and it shall be deemed to have been prepared jointly by all parties. Any ambiguity or

uncertainty existing herein shall not be interpreted or construed against any party hereto. Further, each party acknowledges that it was represented by counsel in connection with the negotiation and execution of this Agreement, is fully competent to execute this Agreement, understands its terms and provisions and has voluntarily executed this Agreement.

16. RELEASE OF ACREAGE


All releases of reassigned Nonproducing State Lease Acreage, including the initial 33,000 acres, required hereunder shall be executed by each ORRO and delivered to the State within 30 days after the deadlines established herein. If any ORRO fails or refuses to sign a release of his or her leasehold interest required hereunder, the State shall be entitled to reasonable attorneys fees and costs against such ORRO expended in obtaining judicial cancellation or release of that interest.

17. EFFECTIVE DATE

The effective date of this Agreement shall be the later of (a) the date this Agreement is finally approved by the State Mineral Board, (b) the date on which not less than 52% in interest of the ORROs of State Leases 335, 340 and 341 have executed this Agreement; or (c) the date on which the State waives the condition that 52% in interest of the ORROs execute this Agreement.

STATE OF LOUISIANA

By: 
Edwin W. Edwards
Title: Governor

By: 
Richard P. Leysoub
Title: Attorney General

THE LOUISIANA DEPARTMENT OF NATURAL
RESOURCES

By: 
Title:

STATE MINERAL BOARD

By: 
Title:

WITNESSES:

Robert V. Segari
Robert V. Segari

Sabine Louisiana Royalty Trust

Entity/ By: Hibernia National Bank

By: Robert V. Segari APP. T.O.
Trustee

Address: 313 Carondelet St.
New Orleans La 70130

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

On this 22nd day of August, 1994, before me personally appeared Robert V. Segari, to me personally known, who, being by me duly sworn, did say that he/she is the duly authorized Trustee of the Sabine La. Royalty Trust, and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid trust.

Robert V. Segari

ROBERT V. SEGARI
ASSISTANT VICE PRESIDENT & TRUST OFFICER

[Signature]

Notary Public

My commission expires: _____

ROSEMARY BARCLAY PIC

NOTARY PUBLIC

AND ATTORNEY

LOUISIANA

MY COMMISSION IS FOR LIFE

[Trust signature page]

WITNESSES:

Robert V. Segari
Robert V. Segari

Sabine Louisiana Royalty Trust

Entity/ By: Sabine National Bank

By: Robert V. Segari APP'D.
Trustee

Address: 313 Carondelet St.
New Orleans, LA 70130

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

On this 22nd day of August, 1994, before me personally appeared Robert V. Segari, to me personally known, who, being by me duly sworn, did say that he/she is the duly authorized Trustee of the Sabine La. Royalty Trust, and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid trust.

Robert V. Segari

ROBERT V. SEGARI
ASSISTANT VICE PRESIDENT & TRUST OFFICER

Robert V. Segari

Notary Public

My commission expires: _____

ROSEMARY BARCLAY PIC
NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
MY COMMISSION IS FOR LIFE

[Trust signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Public
Ellen McCarthy

Sabine Louisiana Royalty Trust
Entity: / By: Thermin N. N. N. N. N.
By: Robert V. Segari A.P.P. T.O.
Trustee
Address: 313 Carmel St.
New Orleans, La 70130

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Orleans

On this 22nd day of August, 1994, before me
personally appeared Robert V. Segari, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Sabine La. Royalty Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

Robert V. Segari
ROBERT V. SEGARI
ASSISTANT VICE PRESIDENT & TRUST OFFICER

Robert V. Segari

Notary Public
My commission expires 1995-12-31

NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
[Trust signature page]
MY COMMISSION IS FOR LIFE

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Robert V. Segari
Robert V. Segari

Sabine Louisiana Royalty Trust
Entity: By: Haberm National Bank
By: Robert V. Segari ATP & T.O.
Trustee
Address: 313 Carondelet St.
New Orleans La 70130

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Orleans

On this 22nd day of August, 1994, before me
personally appeared Robert V. Segari, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Sabine La. Royalty Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

Robert V. Segari
ROBERT V. SEGARI
ASSISTANT VICE PRESIDENT & TRUST OFFICER

Rosemary Barclay Pic
Notary Public
My commission expires
ROSEMARY BARCLAY PIC
NOTARY PUBLIC
AND ATTORNEY
[Trust signature page]
MY COMMISSION IS FOR LIFE

WITNESSES:

Walter W. Duvall
Joan C. Wilmoth

Charlotte Angus Alexander
Name: Charlotte Angus Alexander
Address: 18205 Woodland Drive
Lakewood Estates, Pt. Clear,
Alabama 36564 (P.O.Box 410)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF ORLEANS

On this 12th day of April, 1994, before me personally appeared Charlotte Angus Alexander, to me personally known, who, being by me duly sworn, did say that ~~he~~/she executed the foregoing instrument as ~~his~~/her free act and deed for the purposes therein expressed.

Charlotte Angus Alexander
M. W. Duvall
Notary Public
My commission expires: at death

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Rolanda Knight
Gloria S. Sutton

✓
Name:

Bryan Allen
Address: 138 Chelsea
Shreveport, La. 71105

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Caddo

On this 4th day of April, 1994, before me
personally appeared Bryan Allen, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

✓
Bryan Allen

Sherri F. Sparks
Notary Public
My commission expires: _____

SHERRI F. SPARKS, NOTARY PUBLIC
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

[Personal signature page]

WITNESSES:

Donald A. Duesky
by [Signature]

AMERICAN ASSOCIATION OF
PETROLEUM GEOLOGISTS FOUNDATION,
Entity: an Oklahoma corporation

By: [Signature]

Print Name: Fred A. Dix

Address: P. O. Box 979

Tulsa, OK 74101

Title: Executive Director

STATE OF OKLAHOMA

~~PARTISH OF~~ COUNTY OF TULSA

On this 3rd day of May, 1994, before me
personally appeared Fred A. Dix, to me personally known,
who, being by me duly sworn, did say that he/she is the duly
authorized Executive Director of American Association of Petroleum
/Geologists Foundation and said
appearer acknowledged to me, Notary, that the foregoing instrument
was signed on behalf of, and said appearer acknowledged the
instrument to be the free act and deed of, the aforesaid
corporation/partnership.

[Signature]
Notary Public (Shirley Clark)
My commission expires: 9-27-95

[Corporate or Partnership signature page]

WITNESSES:

Janine M. Fuller
Neil S. Z...

Entity: AMOCO PRODUCTION COMPANY

By: [Signature] KKW
Its Attorney-in-fact
Print Name: Neil Zimmerman
Address: 501 WestLake Park Blvd.
P.O. Box 3092
Houston, Texas 77253
Title: Resource Development Mgr.

STATE OF Texas

PARISH OR COUNTY OF Harris

On this 13th day of July, 1994, before me personally
appeared Neil Zimmerman, to me personally known, who, being by
me duly sworn, did say that he/she is the duly authorized Attorney-in-fact
of Amoco Production and said appearer acknowledged to me, Notary, that
the foregoing instrument was signed on behalf of, and said appearer acknowledged the
instrument to be the free act and deed of, the aforesaid corporation/partnership.

[Signature]



Notary Public
County or Parish of _____
Printed Name: _____
Commission Expires: _____

ACKNOWL.APC (KKW)

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, in the presence of undersigned witnesses, personally came and appeared:

V. W. CLEVELAND, III who upon being duly sworn, did depose and say:

That he is the Trust Officer of Hibernia National Bank, New Orleans, a Louisiana corporation, and that he executed the within instrument for and on behalf of said corporation by order of the Board of Directors of said corporation and acknowledged the within instrument to be the free act and deed of said corporation.

WITNESSES:

HIBERNIA NATIONAL BANK, TRUSTEE
Under Will Emogene C. Atwater
F/B/O Sylvia A. Calo

Beverly Battiste

Susan Canoll

BY:

W. W. Cleveland, III

V. W. Cleveland, III
Trust Officer
Hibernia National Bank, Trustee
Post Office Box 61964
New Orleans, LA 70161

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15

DAY OF JUNE, 1994

Beth Exum Johnson
NOTARY PUBLIC

BETH EXUM JOHNSON
NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
MY COMMISSION IS FOR LIFE

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Lisa Bombr
All Small

Gladys J. Averill
Name: _____

Address: P.O. Box 1727

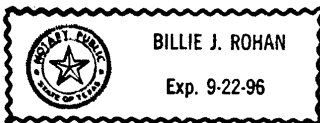
Victoria, TX 77902

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF VICTORIA

On this 14th day of APRIL, 1994, before me
personally appeared GLADYS J. AVERILL, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Billie J. Rohan
BILLIE J. ROHAN
Notary Public
My commission expires: 9-22-96

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
Lionel Lamer

Mrs Bobby P. Babcock
Name:

Address: 1003-B West ML King Blvd
Austin Texas 78701

ACKNOWLEDGMENT

STATE OF Texas

PARISH/COUNTY OF Tarrant

On this 5th day of April, 1994, before me
personally appeared Mrs. Bobby P. Babcock to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



[Signature]
Notary Public
My commission expires: April 5, 1994

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

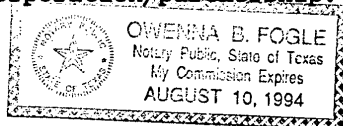
Kathy Stroman
Dicky L. Hernandez

C.R. Williams, Jr.
BANKERS INSURANCE AGENCY, INC.,
represented by C.R. Williams,
President

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF St Bend

On this 15 day of March, 1994, before me
personally appeared C.R. Williams, JR, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of Bankers Insurance
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.



C.R. Williams, Jr.

Owenna B. Fogle
Notary Public
My commission expires: _____

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Judy Heurich
Jane B. Daigle

Entity: Bayou Country Trust
By: J.W. Schneider
Trustee
Address: Box 9349
Metairie La 70055

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF ORLEANS

On this 29th day of March, 1994, before me
personally appeared G.W. Schneider, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Bayou Country Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

[Signature]
Notary Public
My commission expires: At Death

[Trust signature page]

WITNESSES:

Asherice H. Benjamin
Bamli Christensen

Emanuel V. Benjamin
Print Name: EMANUEL V. BENJAMIN III
Address: 1222 ANTOINE ST
NEW ORLEANS, LA 70115

STATE OF LOUISIANA

PARISH OF COUNTY OF ORLEANS

On this 29th day of APRIL, 1994, before me personally appeared EMANUEL V. BENJAMIN III, to me personally known, who, being by me duly sworn, did say that he she executed the foregoing instrument as his her free act and deed for the purposes therein expressed.

J. A. T. J. J. J.
Notary Public
My commission expires: _____

JASON A. T. JUMONVILLE
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Andrea Tienpader Robert A. Weigle
Robert A. Weigle DAVID C. BINTLIFF AND CO., INC.,
represented herein by Robert A.
Weigle, its duly authorized
President

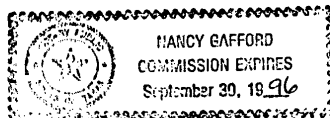
ACKNOWLEDGMENT

STATE OF TEXAS

~~PARISH~~/COUNTY OF HARRIS

On this 23rd day of March, 1994, before me
personally appeared Robert A. Weigle, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of David C. Bintliff & Co., Inc.
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

Nancy Gafford
Notary Public
My commission expires: 9-30-96



WITNESSES:

Edward H. Adams

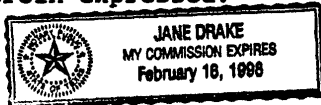
Robert Fowler

Jayne H. Black
Print Name: Jayne H. Black
Address: 10 St. Laurent
Dallas, Texas 75225

STATE OF Louis

PARISH OF COUNTY OF Dallas

On this 2 day of May, 1994, before me personally appeared Jayne H. Black to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.



Jane Drake
Jayne H. Black

Jane Drake
Notary Public
My commission expires: 2-16-98

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

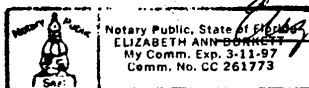
WITNESSES:

Fanny Gray Pratt
Yvette Giallourakis
Asa Benton Allen
BLUE CHARM PARTNERSHIP, herein
represented by Asa Benton Allen

ACKNOWLEDGMENT

STATE OF Florida
PARISH/COUNTY OF Monroe

On this 25th day of March, 1994, before me
personally appeared Asa Benton Allen, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized REPRESENTATIVE/AGENT of BLUE CHARM PARTNERSHIP
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.



Elizabeth Ann Burkett
Notary Public
My commission expires: 3/11/97

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

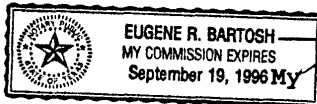
Alvin W. Deje
John Lawton

Charles F. Boettcher
CHARLES F. BOETTCHER

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF Wichita

On this 8 day of April, 1994, before me
personally appeared Charles F. Boettcher, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Eugene R. Bartosh
Notary Public
commission expires: 9-19-96

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Dorothy R. Boyle
Juan P. Cragg

John F. Bricker
Name: _____
Address: 826 Union St - Suite 500
New Orleans, LA 70112

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH/COUNTY OF ORLEANS

On this 7th day of April, 1994, before me
personally appeared John F. Bricker, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

John F. Bricker
[Signature]
Notary Public
My commission expires: at death

NATHANIEL P. PHILLIPS, JR.
Notary Public
Parish of Orleans
My Commission is issued for life.

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

James P. Wilson
Green Dugins

Marsha McFarland Budz
MARSHA MCFARLAND BUDZ, Individually
and as Beneficiary under the RML
Trust #1, #2 and under the Succession
of Rose McConnell Long

ACKNOWLEDGMENT

STATE OF COLORADO
PARISH/COUNTY OF BOULDER

On this 17th day of March, 1994, before me
personally appeared Marsha McFarland Budz to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

John M. Yager

Notary Public
My commission expires: May 6, 1994

WITNESSES:

Bonnie L. Thiant
B. J. Vahl

TAYLOR CHERIE RY
Print Name: Taylor Cherry
Address: 1003 N. 10th St.
New Orleans 70112 La

STATE OF La

PARISH OF COUNTY OF Orleans La

On this 6th day of June, 1994, before me personally appeared Taylor Cherry, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

[Signature]
Notary Public
My commission expires: May 1998
PADER JACKSON
NOTARY PUBLIC/ATTORNEY
STATE OF LOUISIANA

[Personal signature page]

WITNESSES:

Justin M. Farrell
Dana Vera Cruz

Carolyn Jane Calo

Carolyn Jane Calo
Print Name: Carolyn Jane Calo
Address: _____

STATE OF Florida

~~PARISH~~ OF COUNTY OF Bay
County

On this 9th day of June, 1994, before me personally appeared CAROLYN JANE CALO, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Stephen J. Farrell
Notary Public
My commission expires: _____



STEPHEN J. FARRELL
MY COMMISSION # CC 082482 EXPIRES
March 10, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

[Personal signature page]

WITNESSES:

Cassandra Ann Calo

Dana Ebra Gungl
Justin M. Gungl

Cassandra Ann Calo
Print Name: Cassandra Ann Calo
Address: _____

STATE OF Florida

PARISH OF COUNTY OF Bay
County

On this 9th day of June, 1994, before me personally appeared CASSANDRA ANN CALO, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Cassandra Calo

[Signature]
Notary Public
My commission expires: _____



STEPHEN J. FARRELL
MY COMMISSION # CC 082482 EXPIRES
March 10, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

[Personal signature page]

WITNESSES:

Elizabeth Pryor
J C Pryor

Joseph James Calo, Jr.
Print Name: Joseph James Calo, Jr.
Address: _____

STATE OF Florida
PARISH OF COUNTY OF Bay
County

On this 9th day of June, 1994, before me personally appeared Joseph James Calo, Jr., to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Joseph James Calo, Jr.

[Signature]
Notary Public
My commission expires: _____



STEPHEN J. FARRELL
MY COMMISSION # CC 082462 EXPIRES
March 10, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

[Personal signature page]

WITNESSES:

Joseph M. Saull

Elizabeth Payer

Marilyn Jean Calo

Marilyn Jean Calo
Print Name: Marilyn Jean Calo
Address: _____

STATE OF Florida

~~PARISH~~ OF COUNTY OF Bay
County

On this 9th day of June, 1994, before me personally appeared MARILYN JEAN CALO, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Marilyn Jean Calo

[Signature]
Notary Public
My commission expires: _____



STEPHEN J. FARRELL
MY COMMISSION # CC 082482 EXPIRES
March 10, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Michael A. Bassin

Earle J. Christenberry, Jr.
EARLE J. CHRISTENBERRY, JR.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

On this 17th day of MARCH, 1994, before me
personally appeared EARLE J. CHRISTENBERRY, JR., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Earle J. Christenberry, Jr.
James J. Davis
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Maxine McKenzi
Betty West

Victoria P. Christenberry
VICTORIA P. CHRISTENBERRY

mail

ACKNOWLEDGMENT

STATE OF Alabama
~~PARISH~~/COUNTY OF Jefferson

On this 16 day of March, 1994, before me
personally appeared Victoria P. Christenberry, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Joe C. Thompson
Notary Public

My commission expires: My Commission Expires September 25, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Elizabeth T. Ortiz
William B. Lawton

Jennie V. Clarke
JENNIE V. CLARKE

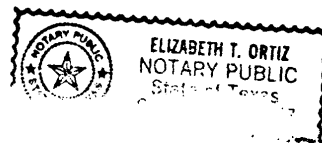
ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF NUECES

On this 28th day of March, 1994, before me
personally appeared Jennie V. Clarke, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Elizabeth T. Ortiz
Notary Public
My commission expires: 2/15/97



WITNESSES:

Richard Don Clements
Wife of Craig R. Shaddock

Nancy Edith Shaddock Clements
NANCY EDITH SHADDOCK CLEMENTS
Address: 2601 Augusta #28
Houston, TX 77057

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 6th day of JUNE, 1994, before me personally appeared NANCY EDITH SHADDOCK CLEMENTS, to me personally known, who, being by me duly sworn, did say that she executed the foregoing instrument as her free act and deed for the purposes therein expressed.

Nancy Edith Shaddock Clements

Clayton J. Smith
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Donald O. Meador
Conrad H. Meador

Joel Wolfe Coward
Name:

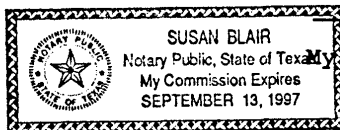
Address: 3919 Oxhill Road
Spring, Texas 77388

ACKNOWLEDGMENT

STATE OF Texas

~~PARISH~~/COUNTY OF Harris

On this 11th day of April, 1994, before me
personally appeared Joel Wolfe Coward, to me personally
known, who, being by me duly sworn, did say that ~~he~~/she executed
the foregoing instrument as ~~his~~/her free act and deed for the
purposes therein expressed.



Joel Wolfe Coward
Susan Blair
Notary Public
commission expires: 9/13/97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
Don Blackwell

[Signature]
MAXINE FERGUSON DAVIS

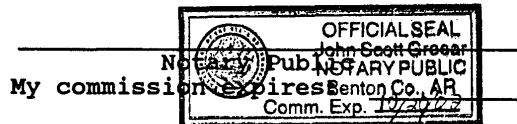
ACKNOWLEDGMENT

STATE OF ARKANSAS

PARISH/COUNTY OF BENTON

On this 2nd day of MARCH, 1994, before me
personally appeared MAXINE FERGUSON DAVIS, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

[Signature]



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Mavis E. M. Adams
Betty A.

Mary Elisa Noe Deane
Mary Elisa Noe Deane

ACKNOWLEDGEMENT

STATE OF _____

PARISH/COUNTY OF _____

On this _____ day of _____, 1994, before me
personally appeared Mary Elisa Noe Deane, to me personally known,
who, being by me duly sworn, acknowledged to me, Notary, that she
had signed the foregoing instrument as her free act and deed.

Notary Public
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

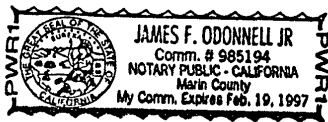
State of CALIFORNIA

County of MARIN

On July 29, 1994 before me, JAMES F. O'DONNELL, JR. "NOTARY PUBLIC"
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARY ELISA NOE DEANE
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER
- TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Lease Protection Agreement
TITLE OR TYPE OF DOCUMENT

17
NUMBER OF PAGES

FEBRUARY 22, 1994
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
[Signature]
Linda L. Lawton Drost
LINDA L. LAWTON DROST

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Caldwell

On this 23rd day of March, 1994, before me
personally appeared Linda L. Lawton Drost, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

[Signature]
[Signature]
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Tracy D. Corrin
Anna R. Gray

Evelyn Gay Lawton Duhon
EVELYN GAY LAWTON DUHON

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 22nd day of March, 1994, before me
personally appeared Tracy D. Corrin, to me personally
known, who, being by me duly sworn, did say that ^{Evelyn Gay Lawton Duhon} ~~he/she~~ executed ahm
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Tracy D. Corrin
[Signature]
Notary Public
My commission expires: death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
[Signature]

Charlotte Hillier Dupuy
Name: Charlotte Hillier Dupuy
Address: 1334 Henry Clay Ave.
New Orleans, LA 70118

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF ORLEANS

On this 3rd day of August, 1994, before me
personally appeared Charlotte Hillier Dupuy, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

x Charlotte Hillier Dupuy

[Signature]
Notary Public
My commission expires: at death

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Edna Anne Pugh

W. Reynolds Brown

Marsha Fleming Eatherton
Name: MARSHA FLEMING EATHERTON

Address: 1728 NORTH BLVD

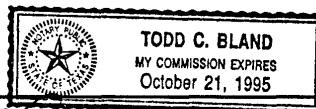
HOUSTON, TEXAS 77098

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 20th day of MAY, 1994, before me
personally appeared MARSHA FLEMING EATHERTON to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Todd C. Bland
Notary Public
My commission expires: 10-21-95

[Personal signature page]

WITNESSES:

Linda Hicks
Elizabeth Hill

EBP-1994, L.L.C.

By: William E. Shaddock, Jr.
General Manager
Address: 1301 Shaddock Dr
Lake Charles, La 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of JUNE, 1994, before me personally appeared William E. Shaddock, Jr., to me personally known, who, being by me duly sworn, did say that he is the duly authorized General Manager of EBP-1994, L.L.C., and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid corporation.

Andre' C. Richard
Notary Public
My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Tracy S. Corbin
Anna R. Gray

W. B. Lawton
THE EGL FAMILY TRUST AND THE LLL
FAMILY TRUST, represented herein by
William B. Lawton, Trustee

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this yr day of March, 1994, before me
personally appeared William B. Lawton, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the EGL and LLL Family Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

W. B. Lawton
W. B. Lawton
Notary Public
My commission expires: March

WITNESSES:

[Signature]

[Signature]
Print Name: DORIS E. EPLEY
Address: 401 E. LINTON BLVD APT 508
DELRAY BEACH, FL 33483

STATE OF FLORIDA

PARISH OF COUNTY OF PAIM BEACH

On this 18TH day of MAY, 1994, before me personally appeared DORIS E Epley, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.



KIM SELTZER
My Commission CC278836
Expires Apr 21 1997
Bonded by ANB
800-852-5878

[Signature]

[Signature]
Notary Public
My commission expires: 4-21-97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
[Signature]

Entity: _____

By: Irma A. Erickson
Trustee

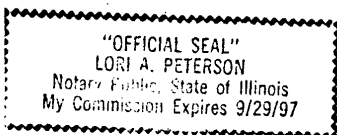
Address: 180 E. Pearson St. #7201
Chicago, Il. 60611

ACKNOWLEDGMENT

STATE OF IL

PARISH/COUNTY OF Cook

On this 26th day of April, 1994, before me personally appeared Irma A. Erickson to me personally known, who, being by me duly sworn, did say that he/she is the duly authorized Trustee of the Irma A. Erickson w/A/S 5/30/90 and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid trust.



[Signature]
Notary Public
My commission expires: 9/29/97

[Trust signature page]

WITNESSES:

RE McQuiggle

Deanne Jorney

Entity: Charles E. Ervin Jr. Trust

By: Charles E. Ervin Jr. Trustee
Trustee

Print Name: Charles E. Ervin Jr. Trustee

Address: 13307 Stardust Blvd.
Goa City West, AZ 85375

STATE OF Arizona

PARISH OF COUNTY OF Maricopa

On this 26th day of April, 1994, before me personally appeared Charles E. Ervin Jr., to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the duly authorized Trustee of the Charles E. Ervin Jr. Trust, and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid trust.

Beverly A. Riggins
Notary Public
My commission expires: My Commission Expires Jan. 31, 1997

[Trust signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Kathleen T. Hart
William B. Lawton

Louise T. Ferguson
LOUISE T. FERGUSON

ACKNOWLEDGMENT

STATE OF New Mexico
PARISH/COUNTY OF Albany

On this 29th day of April, 1994, before me
personally appeared Louise T. Ferguson, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

X Louise T. Ferguson
Kathleen R. Hawk
Notary Public
My commission expires: 10-18-97



WITNESSES:

On the above named
Carlo M. Lima.

Entity: FERRO METAL & CHEMICAL CORP
By: R. R. Feenring PRESIDENT
Print Name: RALPH R. FEENRING
Address: 11111 BISCAYNE BLVD
MIAMI, FL. 33181
Title: PRESIDENT

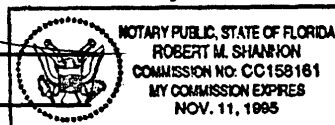
STATE OF FLORIDA

PARISH OF COUNTY OF DADE

On this 27th day of APRIL, 1994, before me personally appeared RALPH R. FEENRING to me personally known, who, being by me duly sworn, did say that he/she is the duly authorized President of FERRO METAL & CHEMICAL CORP and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid corporation/partnership.

Ralph R. Feenring

Robert M. Shannon
Notary Public
My commission expires: _____



[Corporate or Partnership signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

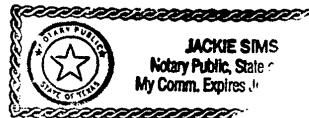
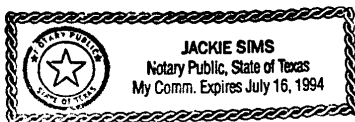
Barbara Benavides
Ann Shuman

H Brad Fleming
Name:
Address: 2038 ALBANS
HOUSTON, TX 77005

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF Harris

On this 25th day of April, 1994, before me
personally appeared Brad Fleming, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Jackie Sims
Notary Public
My commission expires: 7-16-94

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

J. C. Zatta
Judy Coffey

Mary E. Hodge Fleming
Name: _____

Address: _____

Mary Hodge Fleming
1920 Sunset Boulevard
Houston, Texas 77005

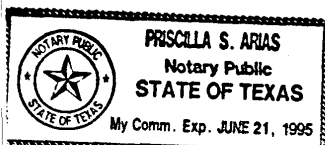
ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 26th day of April, 1994, before me
personally appeared Mary Hodge Fleming, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Priscilla S. Arias



Priscilla S. Arias
Notary Public
My commission expires: 6/21/95

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

W W W W W W
Mike W

Edward J. Fluke
EDWARD J. FLUKE

ACKNOWLEDGMENT

STATE OF Colorado
PARISH/COUNTY OF Boulder

On this 13th day of April, 1994, before me
personally appeared Edward Fluke, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Johnny E. Heil
Johnny E. Heil
Notary Public
My commission expires: 11/6/95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Gene J. Singer
Patricia L. Follett

Terry McFarland Fluke
TERRY MCFARLAND FLUKE, Individually
and as Beneficiary under the RML
Trusts #1, #2, and the Succession of
Rose McConnell Long

ACKNOWLEDGMENT

STATE OF Montana

~~PARISH~~/COUNTY OF Gallatin

On this 17th day of March, 1994, before me
personally appeared Terry McFarland Fluke, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Judy M. Gilbert

State of Montana
Notary Public
My commission expires: 05-23-94

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Joseph B. Daigle
Ray Mullins

Rita Katherine Long Gilmore
RITA KATHERINE LONG GILMORE,
Individually and as Beneficiary under
the RML Trusts #1, #2, and the
Succession of Rose McConnell Long

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF Orleans

On this 23rd day of March, 1994, before me
personally appeared Rita Katherine Long Gilmore, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Rita Katherine Long Gilmore
[Signature]
Notary Public
My commission expires: At Death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Lisa J Cardone
Marilyn Hensel

John Glassell III Trust U/W of
Lois H. Glassell
Entity: _____
By: Mary Hodge Sour
Trustee
Address: 670 George A. Burton, Jr. CPA
P.O. Box 7155
Shreveport, LA 71137-7155

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Caddo

On this 19th day of May, 1994, before me
personally appeared Mary Hodge Sour, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the John Glassell III Trust U/W Of Lois H. Glassell, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

Mary Hodge Sour
George A. Burton, Jr.
Notary Public
My commission expires: with Life

[Trust signature page]

George A. Burton, Jr.
Notary Public
In and for Caddo
Parish, Louisiana

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Gregory M. Colby
GREGORY M. COLBY

Joseph S. Glickauf, Jr.
Name: Joseph S. Glickauf, Jr.
Address: 544 Warwick Ln.
Venice FL 33293

ACKNOWLEDGMENT

STATE OF Florida
PARISH/COUNTY OF Sarasota

On this 2nd day of May, 1994, before me
personally appeared Joseph S. Glickauf, Jr., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Karen E. Kuchar

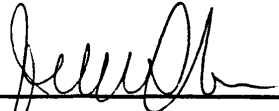
KAREN E. KUCHAR


Notary Public CC 13064
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 15, 1995
BONDED THRU GENERAL INS. UND.

[Personal signature page]

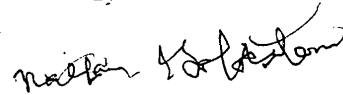
WITNESSES:



Julia Newsham


Print Name: NATHAN GOLDSTEIN
Address: 2100 St. Charles #36
New Orleans, LA 70140

STATE OF Louisiana
PARISH OF COUNTY OF Orleans

On this 3 day of June, 1994, before me personally appeared Nathan Goldstein, MD., to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.




Notary Public
My commission expires: at death

[Personal signature page]

WITNESSES:

Jim Macdonald
Diana S. Scher

Susan Jones Gundlach
Print Name: SUSAN JONES GUNDLACH
Address: 835 UNION ST., SUITE 333
NEW ORLEANS, LA 70112

STATE OF LOUISIANA
PARISH OF COUNTY OF ORLEANS

On this 27th day of APRIL, 1994, before me personally appeared SUSAN JONES GUNDLACH, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Susan Jones Gundlach


Armida F. LeBlanc

Notary Public
My commission expires: ARMIDA F. LeBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:


James A. Hall, II
JAMES A. HALL & ASSOCIATES, INC.,
represented herein by James A. Hall,
II, President

ACKNOWLEDGMENT

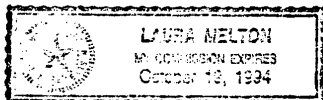
STATE OF Texas

PARISH/COUNTY OF Harris

On this 18th day of March, 1994, before me
personally appeared James A. Hall, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President/Agent of James A. Hall & Associates
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.



Laura Melton
Notary Public
My commission expires: 10/19/94



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Mary E. Betty Jones
Judy A. Smith
Raymond E. Hankamer
RAYMOND E. HANKAMER

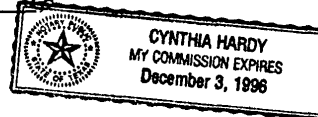
ACKNOWLEDGMENT

STATE OF TEXAS

~~PARTISH~~/COUNTY OF HARRIS

On this 30th day of March, 1994, before me
personally appeared RAYMOND E. HANKAMER, to me personally
known, who, being by me duly sworn, did say that he/~~she~~ executed
the foregoing instrument as his/~~her~~ free act and deed for the
purposes therein expressed.

Cynthia Hardy
Notary Public
My commission expires: 12-3-96



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Guy Bahayor
Sean P. Walsh

W. F. Hartnett, Jr.
Name: W. F. Hartnett, Jr.
Address: 57 Indian Hill Rd
Winnetka, IL
60093

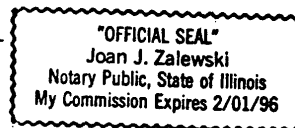
ACKNOWLEDGMENT

STATE OF Illinois

PARISH/COUNTY OF Cook

On this 5th day of April, 1994, before me
personally appeared William F. Hartnett, Jr., to me personally
known, who, being by me duly sworn, did say that he she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Joan J. Zalewski
Notary Public
My commission expires: _____



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Nellie S. Hillyer
Maryne Joseph

HHH
Name:

Address: 111 Courtenay Ave.
Pass Christian, Ms. 39571

ACKNOWLEDGMENT

STATE OF Mississippi
PARISH/COUNTY OF Harrison

On this 13th day of June, 1994, before me
personally appeared Haywood H. Hillyer Jr. to me personally
known, who, being by me duly sworn, did say that he/~~she~~ executed
the foregoing instrument as his/~~her~~ free act and deed for the
purposes therein expressed.

HHH

Oprie J. Files

Oprie J. Files
Notary Public
My Commission expires: My Commission Expires July 22, 1996

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Thomas D. Silber
Marjorie R. Holdar

Entity: Estate of Marjorie R. Holdar
By: Ralph W. Caton Mary Caton
Trustee Ralph W. Caton and Mary Caton
Address: Independent Executors
21759 Forest Waters Cir
Garden Ridge, TX 78266

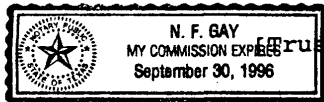
ACKNOWLEDGMENT

STATE OF Texas

PARISH/COUNTY OF Comal

On this 14 day of June, 1994, before me
personally appeared Ralph W. Caton and Mary Caton, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Estate of Marjorie R. Holdar, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.

N. F. Gay
Notary Public
My commission expires: 9/30/96



[Trust signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Susan Holley
Brandon Thomas Holley
Albert J. Holley Jr. Trust
ESTATE OF WILMA FERGUSON HOLLEY,
herein represented by Albert J.
Holley, Jr., Executor

ACKNOWLEDGMENT

STATE OF Tennessee

PARISH/COUNTY OF Shelby

On this 16 day of March, 1994, before me
personally appeared Albert J. Holley Jr., to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Executor of the Wilma F Holley Estate, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of and to be the free act and deed
of the aforesaid estate.

Albert J. Holley Jr. Trust

William G. Stevenson
Notary Public
My commission expires: 4-12-94

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

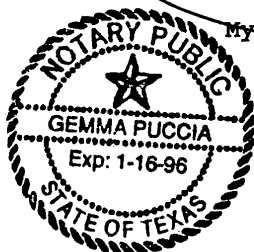
Claire Chamberlain Clementine H. Boettcher Hollingsworth
Nolan Stash CLEMENTINE H. BOETTCHER HOLLINGSWORTH

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF Harris

On this 11 day of May, 1994, before me
personally appeared Clementine Hollingsworth to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Clementine H. Boettcher Hollingsworth
Gemma Puccia
Notary Public
My commission expires: 1-16-96

WITNESSES:

Jim Macdonald
Diana Scheler

Eugenie Jones Huger
Print Name: EUGENIE JONES HUGER
Address: 835 UNION ST., SUITE 333
NEW ORLEANS, LA 70112

STATE OF _____

PARISH OF COUNTY OF _____

On this 27th day of APRIL, 1994, before me personally appeared EUGENIE JONES HUGER to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Eugenie Jones Huger

Armida E. LeBlanc

Notary Public
My commission expires: _____

ARMIDA E. LeBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

L. Clyde Mitchell
Barbara Horn

J. R. Imber co-executor for J.R. Imber
J. R. IMBER

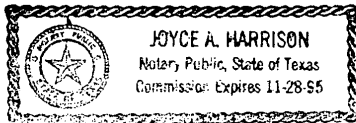
ACKNOWLEDGMENT

STATE OF Texas
~~PARISH~~/COUNTY OF Harris

On this 13th day of April, 1994, before me
personally appeared J. R. Imber Jr., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Joyce A. Harrison

Notary Public
My commission expires: 11-28-95



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Barton W. Brown
Jarvis Collier

E.H. Jackson III

Name:

Address: 4905 COUNTRY CLUB VIEW

BAYTOWN, TEXAS 77521

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 25th day of MARCH, 1994, before me
personally appeared E.H. JACKSON III, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



ELSA A. RENDON

ELSA A. RENDON
Notary Public
My commission expires: 12-23-95

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Namam E. Haddad
Sally Hickman

J. Carol Jackson
Name:

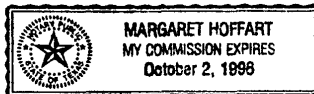
Address: 5502 Ald Greenhouse Rd
Houston, TX 77084

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF Harris

On this 5th day of April, 1994, before me
personally appeared J. Carol Jackson, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

J. Carol Jackson
Margaret Hoffart
Notary Public
My commission expires: 10-2-96



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Deborah A. Jackson
Honey C. Smith

Jennifer F. Jasper
Name:

Address: 109 Overlook Cir.
Wimberley, Tx. 78676

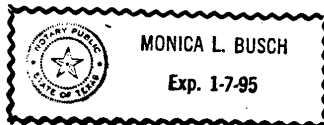
ACKNOWLEDGMENT

STATE OF Texas

PARISH/COUNTY OF Hays

On this 25 day of March, 1994, before me
personally appeared Jennifer J Jasper, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Jennifer F. Jasper
Monica L. Busch
Notary Public
My commission expires: 1-7-95



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Randy Blinlight
Grandy Wheeler

1 Holly Bugg Lawton
THE JEL INTER VIVOS CLASS TRUST, represented
by Holly Bugg Lawton, Trustee

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 11 day of April, 1994, before me
personally appeared Holly Bugg Lawton, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of THE JEL INTER VIVOS CLASS TRUST
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of said ~~corporation~~ ^{Trust}, and said
appearer acknowledged the instrument to be the free act and deed of
the aforesaid ~~corporation/partnership~~ ^{Trust}.

1 Holly Bugg Lawton

Ramona Augustini
Notary Public
My commission expires: at death

WITNESSES:

Jim Marshall
Diana Scher

Joseph Merrick Jones, Jr.
Print Name: Joseph Merrick Jones, Jr.
Address: 835 Union St., Suite 333
New Orleans, LA 70112

STATE OF LOUISIANA

PARISH OF COUNTY OF ORLEANS

On this 27th day of APRIL, 1994, before me
personally appeared JOSEPH MERRICK JONES, JR., to me personally known,
who, being by me duly sworn, did say that he/she executed the
foregoing instrument as his/her free act and deed for the purposes
therein expressed.

Armida F. LeBlanc
Joseph Merrick Jones, Jr.

Notary Public
My commission expires: _____

ARMIDA F. LeBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

[Personal signature page]

WITNESSES:

Carol A. Williamson

Michelle J. Miller

Mary Craig Shaddock Jones
MARY CRAIG SHADDOCK JONES

Address: 2327 Seyborn
Houston, Texas 77027

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

On this 8th day of June, 1994, before me personally appeared
MARY CRAIG SHADDOCK JONES, to me personally known, who, being by me duly
sworn, did say that she executed the foregoing instrument as her free act and deed for
the purposes therein expressed.

Mary Craig Shaddock Jones

Terri C. Williams

Notary Public

My Commission expires: 3-8-97



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Rachel Duncan
Wayne J. Henderson

Premier Bank, N. A. Trustee of the K. P. Trust (*)

By: Don R. McAdams, Jr.

(*) The K. P. Trust is also commonly referred to by various parties as the Pamela Rust Long Trust and Rita Katherine Long Trust.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 29th day of April, 1994, before me personally appeared Premier Bank, N. A., as Trustee of the K. P. Trust, represented herein by Don R. McAdams, Jr., its duly authorized Vice President and Trust Officer, who acknowledged that the foregoing instrument was signed on behalf of and to be the free act and deed of the aforesaid trust.

Robert S. Jernigan
Notary Public

My commission expires: at death

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, in the presence of undersigned witnesses, personally came and appeared:

V. W. CLEVELAND, III who upon being duly sworn, did depose and say:

That he is the Trust Officer of Hibernia National Bank, New Orleans, a Louisiana corporation, and that he executed the within instrument for and on behalf of said corporation by order of the Board of Directors of said corporation and acknowledged the within instrument to be the free act and deed of said corporation.

WITNESSES:

HIBERNIA NATIONAL BANK, TRUSTEE
Under the Will of Howard H.
Karr F/B/O Joan S. Karr

Benedy Battiste

BY:

V. W. Cleveland, III

V. W. Cleveland, III
Trust Officer
Hibernia National Bank, Trustee
Post Office Box 61964
New Orleans, LA 70161

Santa Canoll

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15 DAY OF JUNE, 1994

Beth Exum Johnson
NOTARY PUBLIC

BETH EXUM JOHNSON
NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
MY COMMISSION IS FOR LIFE

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

M. L. Kearney
J. L. Kereh

Suzanne Wilkins Kearney
Name: Suzanne Wilkins Kearney
Address: 6334 Prytania Street
New Orleans, LA 70118

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

On this 25th day of July, 1994, before me
personally appeared Suzanne Wilkins Kearney, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Suzanne Wilkins Kearney
Suzanne Wilkins Kearney

M. L. Kearney
Notary Public
My commission expires: at death

NOTARY PUBLIC
New Orleans, State of Louisiana
Commission Expires for Life

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Wanda Keene
Robin J. Arnaud

Kathryn Schneider King
Name:


Address: 423 Shadow Oak
Baton Rouge LA 70810

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

On this 4th day of April, 1994, before me
personally appeared Kathryn Schneider King, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Kathryn Schneider King

Notary Public
My commission expires: 1-7-2000

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

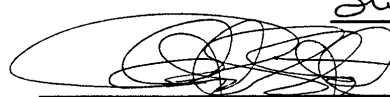
Gabrielle Ward
Alden J. King

Susan Schneider King
Name:
Address: 17324 Gaines Mill
BL, La. 70817

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF East Baton Rouge

On this 4th day of April, 1994, before me
personally appeared Susan Schneider King to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Susan Schneider King

Notary Public
My commission expires: 4-25-97

[Personal signature page]

WITNESSES:

William B. Blanchette

Christian R. Fothergill

Katharine P. Labouisse
Print Name: KATHARINE P. LABOUISSSE
Address: 12 PELHAM DRIVE
METAIRIE, LA 70005

STATE OF Louisiana

PARISH OF ~~COUNTY OF~~ Orleans

On this 17th day of May, 1994, before me personally appeared Katharine P. Labouisse, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Katharine P. Labouisse

Hal C. Reed
Notary Public
My commission expires: at death

HAL C. REED
NOTARY PUBLIC
AND ATTORNEY
LOUISIANA
MY COMMISSION IS FOR LIFE

[Personal signature page]

[Trust signature page]

My commission expires: upon death
Notary Public

K. J. Meade

Joe Meade, Trust Officer, First NBC

On this 25TH day of APRIL, 1994, before me personally appeared FIRST NATIONAL BANK OF COMMERCE REPRESENTED BY JOE MEADE, to me personally known, who, being by me duly sworn, did say that he/she is the duly authorized Trustee of the KATHARINE LABOUISSSE TRUST, and said appraiser acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appraiser acknowledged the instrument to be the free act and deed of, the aforesaid trust.

STATE OF LOUISIANA
~~PARRISH OF COUNTY OF~~ ORLEANS

Entity: KATHARINE LABOUISSSE TRUST
BY: Joe Meade, Trust Officer, First NBC
Print Name: JOE MEADE, VICE PRESIDENT & TRUST OFFICER
Address: P.O. BOX 60379
NEW ORLEANS, LA 70160

Christina R. Fitzgerald
Floriane B. Mervault

WITNESSES:

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Patricia H. Welch
Frank P. ...

LAVIES ENTERPRISES, represented by:

Earl H. Archer III
Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF North Carolina
PARISH/COUNTY OF Jackson

On this 23rd day of April, 1994, before me personally appeared Earl H. Archer III, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Anne M Jones
Anne M Jones
Notary Public
My commission expires: Mar. 15, 1998

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Jo Ann M. Yates
Karen Abages

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer Special Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF FLORIDA

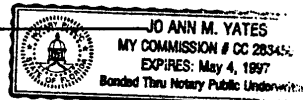
PARISH/COUNTY OF ESCAMBIA

On this 22nd day of APRIL, 1994, before me personally appeared JUANITA L. ARCHER to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Juanita L. Archer
FLA 626-432-19-546

Jo Ann M. Yates
Notary Public

My commission expires:



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Carole M. Adams
Richard K. Harris

Victoria M. Luhrs
Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

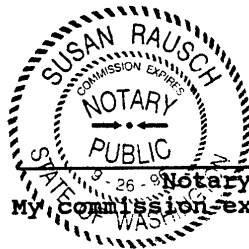
Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF Washington
PARISH/COUNTY OF King

On this 25 day of April, 1994, before me personally appeared Victoria M. Johns to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.



Susan Rausch

Notary Public
My Commission expires: 9/26/96

SUSAN RAUSCH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Kevin J. O'Leary
Jaqueline O'Brien

Anita M. Mazer
Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

On this 25th day of April, 1994, before me personally appeared ANITA M. MAZER, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Anita M. Mazer
Cyril H. Reisinger II
Notary Public
My commission expires: on death

NOTARY ATTESTS TO SIGNATURE ONLY AND
NOT TO CONTENTS OF DOCUMENT

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Patricia Cline
Secretary

Ruby L. McArdle

Ruby L. McArdle, Special Partner

Ruby

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF Alabama

PARISH/COUNTY OF Tefferson

On this 25 day of April, 1994, before me personally appeared Ruby L McArdle, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Queen Niane M. Burton

Notary Public MY COMMISSION EXPIRES JANUARY 28, 1995
My commission expires: _____

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

Lawrence K. Spier
William Luhrs

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF FLORIDA

PARISH/COUNTY OF WALTON

On this 2nd day of April, 1994, before me personally appeared WILLIAM G. McBRIDE, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Sarah J. Drobnick

SARAH J. DROBNICK 0093729
Notary Public
My commission expires: COMMISSION EXPIRES MARCH 20, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Paul M. Clark
Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA

PARISH/COUNTY OF Tefferson

On this 25th day of April, 1994, before me personally appeared Louise L Meagher, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Loren Nixon, M. Burton

Notary Public
My commission expires: _____
MY COMMISSION EXPIRES JANUARY 28, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES ENTERPRISES, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

+ *Bonnie Walton*
+ *Sharon Craig*

+ *Rebecca A Riegel*
Rebecca A. Riegel, General Partner

ACKNOWLEDGMENT

STATE OF La

PARISH/COUNTY OF Scott

On this 22 day of April, 1994, before me personally appeared Rebecca A. Rigel, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Sharon Craig
Notary Public
My commission expires: 6-8-95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Patricia H. Welch
W. Frank Pusey III

LAVIES PARTNERSHIP, represented by:

Earl H. Archer III
Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl H. Archer III
Patricia K. Archer
Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGMENT

STATE OF North Carolina
PARISH/COUNTY OF Jackson

On this 23rd day of April, 1994, before me
personally appeared Earl H. Archer III, to me personally
^{AND PATRICIA K. Archer} known, who, being by me duly sworn, did say that ^{THEY} ~~he/she~~ executed
^{THEIR} the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Anne M. Jones
Anne M. Jones
Notary Public
My commission expires: Mar. 15, 1998

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Jo Ann M. M. 1986
Karen Albers

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer ^{Special}

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

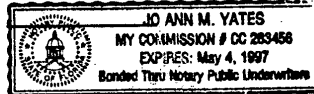
Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGMENT

STATE OF FLORIDA
PARISH/COUNTY OF ESCAMBIA

On this 22nd day of APRIL, 1994, before me personally appeared JUANITA L. ARCHER to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Juanita L. Archer
FLA 626-432-19-546
Jo Ann M. Yates
Notary Public
My commission expires:



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Carole M. Adams
Richard K. Harris
Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Carol M. Adams
Richard K. Harris

LAVIES PARTNERSHIP, represented by:

Victoria Meagher Luhrs
Victoria Meagher Luhrs Class Trust,
by Victoria Meagher Luhrs, Trustee

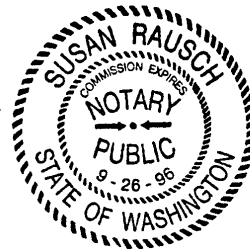
Rebecca Archer Riegel Class Trust, by
Rebecca Archer Riegel, Trustee

ACKNOWLEDGMENT

STATE OF Washington
PARISH/COUNTY OF King

On this 25 day of April, 1994, before me personally appeared Victoria M. Debra, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Susan Rausch
Notary Public
My commission expires: 9/26/96



SUSAN RAUSCH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Bernard J. Mazer
Alfred A. Mazer

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Bernard J. Mazer
Alfred A. Mazer

Anita Meagher Mazer
Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF Jefferson

On this 29th day of April, 1994, before me personally appeared ANITA MEAGHER MAZER, to me personally known, who, being by me duly sworn, did say that she executed the foregoing instrument as her free act and deed for the purposes therein expressed.

Anita Meagher Mazer

Lemuel Dennis Dalton
Notary Public

My commission expires: 2-2-95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

X *Nanette Lo Coco*

X *Harold C. Lipp*

X *Kay McArdle*

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

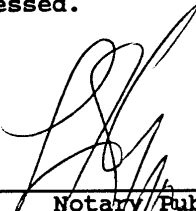
Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

On this 25 day of April, 1994, before me personally appeared Kay McAdelle, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

 x Kay McAdelle

Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Patricia Clark
Sherry Pittman

Ruby L McArdle
Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGMENT

STATE OF Alabama

PARISH/COUNTY OF Jefferson

On this 25th day of April, 1994, before me personally appeared Ruby L. McArdle, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Karen Niam M. Burton

Notary Public
My commission expires: MY COMMISSION EXPIRES JANUARY 28, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle
William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

ACKNOWLEDGMENT

STATE OF FLORIDA

PARISH/COUNTY OF WALTON

On this 22nd day of April, 1994, before me personally appeared William E. McFadyen, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Sarah J. Drobick
CC 093529

SARAH J. DROBICK
Notary Public
My commission expires: _____ COMMISSION EXPIRES MARCH 20, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher

Louise L. Meagher, Special Partner

Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

Paul W. Clark
Gerry Pittman

ACKNOWLEDGMENT

STATE OF Alabama

PARISH/COUNTY OF Tefferson

On this 25th day of April, 1994, before me personally appeared Louise L. Meagher, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Karen Marie M. Sutton

Notary Public MY COMMISSION EXPIRES JANUARY 28, 1995
My commission expires: _____

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Earl H. Archer, III, General and
Managing Partner

Juanita L. Archer, Special Partner

Victoria M. Luhrs, General Partner

Anita M. Mazer, General Partner

Kay McArdle, General Partner

Ruby L. McArdle, Special Partner

William G. McArdle, General and
Managing Partner

Louise L. Meagher, Special Partner

Rebecca A. Riegel
Rebecca A. Riegel, General Partner

Earl Harvey Archer, III Class Trust
by Earl H. Archer III and Patricia K.
Archer, Trustees

Anita Meagher Mazer Class Trust by
Anita Meagher Mazer, Trustee

Bonnie Walton

Sharon Craig

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

LAVIES PARTNERSHIP, represented by:

Victoria Meagher Luhrs Class Trust,
by Victoria Meagher Luhrs, Trustee

Bonnie Walton

Sharon Craig

Rebecca Archer Riegel

Rebecca Archer Riegel Class Trust, by
Rebecca Archer Riegel, Trustee

ACKNOWLEDGMENT

STATE OF In
PARISH/COUNTY OF Scott

On this 22 day of April, 1994, before me personally appeared Rebecca A. Rigel, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Sharon Craig
Notary Public
My commission expires: 6-8-95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Brandy Wheeler
Ramona Augustino

✓ Jack E. Lawton, Jr.
JACK LAWTON, INC. represented
by Jack E. Lawton, Jr., President

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/~~COUNTY~~ OF Calcasieu

On this 11 day of April, 1994, before me
personally appeared Jack E. Lawton, Jr., to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of JACK LAWTON, INC.
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of said corporation, and said
appearer acknowledged the instrument to be the free act and deed of
the aforesaid corporation/partnership.

✓ Jack E. Lawton, Jr.

[Signature]

Notary Public

My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Trandy Wheeler
Ramona Augustine

Jack Edward Lawton
JACK EDWARD LAWTON

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 11 day of April, 1994, before me
personally appeared Jack Edward Lawton, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Jack Edward Lawton
W. D. G. G. G. G.
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Brandy Whule
Ramona Augustine

✓ Jack Edward Lawton, Jr.
JACK EDWARD LAWTON, JR.

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 11 day of April, 1994, before me
personally appeared Jack Edward Lawton, Jr., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

✓ Jack Edward Lawton, Jr.
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Tracey H. Corliss
Anna R. Gray

William B. Lawton
WILLIAM BURTON LAWTON

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Calcasieu

On this 22nd day of March 1994, before me
personally appeared Tracey H. Corliss to me personally
known, who, being by me duly sworn, did say that ~~he~~^{William B. Lawton} executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Tracey H. Corliss
G. J. Foy
Notary Public
My commission expires: 2/22/95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Tracy H. Cornea
Anna B. Gray

William B. Lawton
WILLIAM B. LAWTON COMPANY, INC.,
represented by William B. Lawton,
President

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 22nd day of March, 1994, before me
personally appeared William B. Lawton, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of William B. Lawton Company, Inc.
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

William B. Lawton
Notary Public
My commission expires: at date

WITNESSES:

James E. Adams
Kenneth J. Hammell

THE CALCASIEU MARINE NATIONAL BANK
OF LAKE CHARLES, as Trustee of the
Brooke Alexandra Leak Trust

By: Allain G. Davidson, Jr.
Print Name: Allain G. Davidson, Jr.
Title: Vice President & Trust Officer
Address: One Lakeshore Drive
Lake Charles, LA 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 6th day of June, 1994, before me personally
appeared Allain G. Davidson, Jr., who, acknowledged himself to be
the Vice President and Trust Officer of THE CALCASIEU MARINE
NATIONAL BANK OF LAKE CHARLES, acting as Trustee of the Brooke
Alexandra Leak Trust, and that he, being authorized so to do,
executed the foregoing instrument for the purposes therein
contained by signing the name of the Trustee by himself as Vice
President and Trust Officer.

Allain G. Davidson, Jr.
Andre' C. Richard
Notary Public
My commission expires: At Death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Willie Mae Lincee
Randy Lincee

Palmer R. Long
PALMER R. LONG, Trustee of the RML
Trust #1, RML Trust #2, RML Trust #3,
and the Succession of Rose McConnell
Long

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Cadodo

On this 25 day of March, 1994, before me
personally appeared Palmer R. Long, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the RML Trust #1, RML Trust #2, RML Trust #3
& Succession of Rose McConnell Long, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of and to be the free act and deed
of the aforesaid trust.

Palmer R. Long

Diana B. Hudnall
Notary Public
My commission expires: with life
DIANA B. HUDNALL, Notary Public
Bossier Parish, Louisiana
My Commission is for Life

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Russell S. Murphy
Ollie Davis

Katherine H. Long
KATHERINE H. LONG

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF East Baton Rouge

On this 24th day of March, 1994, before me
personally appeared Katherine H. Long to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Katherine H. Long
Katherine Long Gelman
Notary Public
My commission expires: at my death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Willie Mae Lunscheon
Larry Leonard
Louene D. Long
THE LAURA LOUENE LONG TRUST, by
Louene D. Long, Trustee

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Caddo

On this 25 day of March, 1994, before me
personally appeared Louene D. Long, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Laura Louene Long Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of and to be the free act and deed
of the aforesaid trust.

Louene D. Long

Diana B. Hudnall
Notary Public
My commission expires: with life
DIANA B. HUDNALL, Notary Public
Bossier Parish, Louisiana
My Commission is for Life

Attached to and Made Part of That Document Entitled
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Willie Mae Junction
Larry Howard

Palmer R. Long
PALMER R. LONG

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Cade

On this 25 day of March, 1994, before me
personally appeared Palmer R. Long, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Palmer R. Long

Diana B. Hudnall
Notary Public
My commission expires: until life

DIANA B. HUDNALL, Notary Public
Bossier Parish, Louisiana
My Commission is for life

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Willie Mae Lanchester
Larry Lanchester

Palmer R. Long, Jr.
PALMER R. LONG, JR., individually
and as Beneficiary under the RML
Trusts #1, #2 & #3, and the
Succession of Rose McConnell Long,
represented by Palmer R. Long, Power-
of-Attorney

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Cadiz

On this 25 day of March, 1994, before me
personally appeared Palmer R. Long, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Power of Attorney for Palmer R. Long, Jr., and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of the aforesaid Individual.

Palmer R. Long, Jr.

Diana B. Hudnell
Notary Public
My commission expires: with life

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Kathleen Davenport & Russell B. Long
Linda C. Brown RUSSELL B. LONG

ACKNOWLEDGMENT

~~STATE OF~~ District of Columbia

~~PARISH/COUNTY OF~~ _____

On this 24th day of March, 1994, before me
personally appeared Russell B. Long, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

LINDA C. BROWN Linda C. Brown
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 1996

Notary Public
My commission expires: 8-31-96

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Willie Mae Sanchez
Long Howard

Laura Louene Long Lubin
LAURA LOUENE LONG LUBIN, individually
and as Beneficiary under the RML
Trusts #1, #2 & #3, and the
Succession of Rose McConnell Long,
represented by Palmer R. Long, Power-
of-Attorney

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Cadiz

On this 25 day of March, 1994, before me
personally appeared Palmer R. Long, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Power of Attorney for Laura Louene Long Lubin,
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of the aforesaid Individual.

Laura Louene Long Lubin

Diana B. Hudnall
Notary Public
My commission expires: with life

DIANA B. HUDNALL, Notary Public
Bossier Parish, Louisiana
My Commission is for Life

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

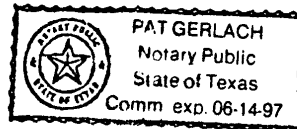
Patricia Smith
Sharon Sauer

Charles N. Mazal
CHARLES N. MAZAL

ACKNOWLEDGMENT

STATE OF *Texas*
PARISH/COUNTY OF *Bechar*

On this *11* day of *April*, 1994, before me
personally appeared *Charles N. Mazal*, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Pat Gerlach
Notary Public
My commission expires: *6-14-97*

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Lisa M. Madox
Andrea C. Farmer

Pamela R. Long McCardell
PAMELA R. LONG MCCARDELL,
Individually and as Beneficiary of
the RML Trusts #1, #2 and the
Succession of Rose McConnell Long

ACKNOWLEDGMENT

STATE OF Kentucky
PARISH/COUNTY OF Boyle

On this 29th day of March, 1994, before me
personally appeared Pamela R. Long McCardell, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Pamela R. Long McCardell

Ellen B. Brown
Notary Public
My commission expires: 1-30-96

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Will
Perkins

Rory Scott McFarland
Name: Rory McFarland
Address: 1630 30TH ST
#253
BOULDER, CO. 80301

ACKNOWLEDGMENT

STATE OF COLORADO

PARISH/COUNTY OF BOULDER

On this 19 day of APRIL, 1994, before me
personally appeared Rory Scott McFarland to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

MK Crigler

MKCRIGLER
Notary Public
My commission expires: 05/17/97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Margaret Brundage
Jan O'Connor

Rose Long McFarland
ROSE LONG MCFARLAND

ACKNOWLEDGMENT

STATE OF COLORADO

PARISH/COUNTY OF BOULDER

On this 23rd day of March, 1994, before me
personally appeared Rose Long McFarland, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

C. R. [Signature]

[Signature]
Notary Public
My commission expires: 3/31/96 9/30/96

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Quincy White
Linda Ballard

Catherine J. McLowery
Name:

Address: 146 TWEZ LANE
LAFAYETTE, LA. 70506

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Lafayette

On this 25th day of March, 1994, before me
personally appeared Catherine J. McLowery, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Catherine J. McLowery
John B. Chandler
Notary Public
My commission expires: at life's expiration

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Linda C. Jordan
Gunda Z. Feldman

Mary Lois McIlwain
Name: Mary Lois McIlwain
Address: 1918 Sunset Blvd
Houston, TX. 77005

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 4 day of MAY, 1994, before me
personally appeared Mary Lois McIlwain, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Kathlene R. Gunderson

Notary Public
My commission expires: 2-18-97

[Personal signature page]

WITNESSES:

Elizabeth Yeaman
Hanne W. Boone

Bart Melendon
Print Name: GORDON J. McLENDON, JR.
Address: 13101 PRAIRIE RD.
IRVING, TX 75240

STATE OF Texas
PARISH OF COUNTY OF Dallas

On this 25th day of May, 1994, before me personally appeared Bart Melendon to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Bart Melendon
Wendy F. Gussow
Notary Public
My commission expires: 9/29/94

[Personal signature page]

WITNESSES:

Glen W. Hirsch
Joan A. Hilborn

SUCCESSION OF GAY NOE McLENDON

BY: Donald H. McDaniel
Donald H. McDaniel
21st Floor
601 Poydras Street
New Orleans, LA 70130

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 23rd day of May, 1994, before me personally appeared Donald H. McDaniel, to me personally known, who, being by me duly sworn, did say that he is the duly qualified and authorized Testamentary Executor of the Succession of Gay Noe McLendon, and said appearer acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appearer acknowledged the instrument to be the free act and deed of, the aforesaid Succession of Gay Noe McLendon.

Donald H. McDaniel

MWD
Notary Public

My commission expires at death.

STATE OF LOUISIANA
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

NO.93-23568

DIVISION F

DOCKET 1

SUCCESSION

OF

GAY NOE MCLENDON

John Deputy Clerk, being duly sworn, says that the advertisement for authority to accept reassignment _____ in the above numbered and entitled cause, has been published in The Times-Picayune/The States-Item, a newspaper published daily in the City of New Orleans, on the 28th day of April 19 94, and that no opposition has been filed thereto.

Sworn to and subscribed before

me this 6th day of May, 1917.

Deputy Clerk

Deputy Clerk

[illegible]

STATE OF LOUISIANA
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

NO. 93-23568

DIVISION F

DOCKET 1

SUCCESSION

OF

GAY NOE MCLENDON

Due proof having been made before this Court that the

application herein

_____ filed on the 21st day of April, 19 94, has been advertised according to law; that no opposition has been filed thereto, and the legal delays for opposing same have elapsed.

IT IS ORDERED BY THE COURT that the application for authority to

accept reassignment, presented by the Testamentary Executor, is hereby approved and homologated.

JUDGMENT RENDERED AND SIGNED in open Court on the 10th day of May 1997

A TRUE COPY
R. Williams
 DEPUTY CLERK, CIVIL DISTRICT COURT
 PARISH OF ORLEANS
 STATE OF LA

Carolyn M. Hill Jefferson
Judge

WITNESSES:

annakuhler kyle

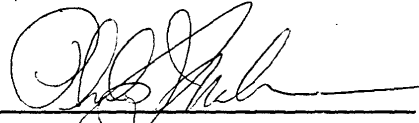
Paula Ramsey

X Kristen McLendon
KRISTEN McLENDON
Print Name: 55 Santa Dominga
Address: San Miguel de Allende,
Gto, Mexico

STATE OF GUANAJUATO

PARISH OF COUNTY OF ALLENDE

On this 6th day of June, 1994, before me personally appeared KRISTEN McLENDON, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.


PHILIP J. MAHER
CONSULAR AGENT
UNITED STATES OF AMERICA

Notary Public
My commission expires: 11/94

[Personal signature page]

Attached to and Made part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Maxine Boettcher Means
MAXINE BOETTCHER MEANS
POA.
Maxine Boettcher Means

ACKNOWLEDGMENT

STATE OF *Texas*
PARISH/COUNTY OF *William*

On this *8* day of *April*, 1994, before me
personally appeared *William B. Lawton*, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Eugene R. Bartosh
Notary Public
My commission expires: *9-19-96*

EUGENE R. BARTOSH
MY COMMISSION EXPIRES
September 19, 1996

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Ann Moore
Sherry B. McCormick

J. B. Manning
MINROY LIMITED PARTNERSHIP,
represented herein by John J. King, JACK B. MANNING
President of HCRC, Managing Partner

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 6th day of April, 1994, before me
personally appeared JACK B. MANNING, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized PRESIDENT of MINROY LIMITED PARTNERSHIP
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

Karen Thatcher

Karen Thatcher
Notary Public
My commission expires: 4-10-96



[Trust signature page]

My commission expires:

Notary Public

LEE B. SAYLER
MY COMMISSION # C0322684 EXPIRES
NOVEMBER 7, 1997
BONDED THRU TROY FARM INSURANCE, INC.



On this 16 day of May, 1994, before me personally appeared Marion E. Monroe, to me personally known, who, being by me duly sworn, did say that ^{Restate} ~~she~~ ^{he} is the duly authorized Trustee of the Marion E. Monroe Trust, dated 5-18-90, and said appraiser acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said appraiser acknowledged the instrument to be the free act and deed of, the aforesaid trust.

STATE OF Florida
PARISH OF COUNTY OF Palm Beach

Entity: Marion E. Monroe Restated Trust
By: Marion E. Monroe
Trustee
Print Name: Marion E. Monroe
Address: 214 Shelter Lane
West Palm Beach, FL 33411

WITNESSES:
Carl R. S. Quinn
[Signature]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES: (TO BOTH SIGNATURES)

Shirley P. Scott
Gayle C. Smith

Pamela G. Monsour
NAME: PAMELA G. MONSOUR

Ronald T. Monsour
Name: RONALD T. MONSOUR

Address: 138 Chelsea Street
Shreveport, Louisiana 71105

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF CADDO

On this 28th day of March, 1994, before me
personally appeared PAMELA G. MONSOUR and
RONALD T. MONSOUR, to me personally
known, who, being by me duly sworn, did say that ~~he/she~~^{they} executed
the foregoing instrument as ~~his/her~~^{their} free act and deed for the
purposes therein expressed.

Pamela G. Monsour
PAMELA G. MONSOUR
Ronald T. Monsour
RONALD T. MONSOUR

Ralph L. Starn
Notary Public
My commission expires: LIFE

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Patricia Hennigan
Lisa Murray

Dean M. Mosely
Name:

Address: 594 Metairie Drive, Apt. C
Greenwood, TN 37043

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF LASALLE

On this 19th day of April, 1994, before me
personally appeared Dean M. Mosely, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Dean M. Mosely
LE Hennigan
Notary Public
My commission expires: at death

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Elizabeth Williams
Myra A. Ballard

Vanette Gray Mc Lendon Moss
Name:
Address: P.O. Box 5833
BALBOA ISLAND, CA 9062

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Orleans

On this 3rd day of August, 1994, before me
personally appeared Vanette Gray Mc Lendon Moss, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Vanette Gray Mc Lendon Moss
Rick Colson
Notary Public
My commission expires: at death

[Personal signature page]

WITNESSES:

Kate Grammer
Linda J. Hicks

Evelyn Burton Shaddock Murray
EVELYN BURTON SHADDOCK MURRAY
Address: 1401 SHELL BEACH DRIVE
LAKE CHARLES, LA. 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of JUNE, 1994, before me personally appeared EVELYN BURTON SHADDOCK MURRAY, to me personally known, who, being by me duly sworn, did say that she executed the foregoing instrument as her free act and deed for the purposes therein expressed.

Evelyn Burton Shaddock Murray
Andre' C. Richard
Notary Public
My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

James D. Nave
William B. Lawton

Charles J. Napoli
Name: CHARLES J. NAPOLI
Address: 5500 Prytania St.
#327
N.O., La. 70115

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH/COUNTY OF ORLEANS

On this 5 day of APRIL, 1994, before me
personally appeared CHARLES J. NAPOLI, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

André J. Lacroix
Notary Public
My commission expires: AT DEATH

[Personal signature page]

~~WITNESSES:~~

Sara E. Nechit

Sara E. Nechit
Print Name: 2118 Camino Ob
Address: Davis, Ca
95616

STATE OF CA

PARISH OF COUNTY OF YOLO

On this 10th day of MAY, 1994, before me personally appeared SARA ERVIN NECHIT, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.



Trinie A. Montijo
Notary Public
My commission expires: FEB. 5, 1996

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Virginia A. Qiedt
Isabel M. Terranova

Morris W. Newman
Name: Morris W. Newman

Address: 1107 Falcon Road

Metairie, LA 70005

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF ORLEANS

On this ____ day of April, 1994, before me
personally appeared Morris W. Newman, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Morris W. Newman
MORRIS W. NEWMAN

En Ato

Notary Public

My commission expires: At Death

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Anna Gray Sweeney Noe Trust for
Claire Lee Noe, James A. Noe, Jr.
and Betty S. Noe, Co-Trustees

Sharon G. Doyle
Mignon L. Barker

James A. Noe, Jr.
Betty S. Noe
James A. Noe, Jr.
Betty S. Noe

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, That on this 28th day of July, 1994,
before me, the undersigned Notary Public, duly commissioned and
qualified within and for the State and Parish aforesaid, personally
came and appeared James A. Noe, Jr., and Betty S. Noe, duly
authorized and herein representing Anna Gray Sweeney Noe Trust for
Claire Lee Noe, as Co-Trustees, to me known to be the identical
persons who executed the above and foregoing Agreement, who declared
and acknowledged to me, Notary, that they executed the above and
foregoing instrument on behalf of Anna Gray Sweeney Noe Trust for
Claire Lee Noe, as Co-Trustees of their own free will, as their own
acts and deeds, for the uses, purposes and benefits therein
expressed.

Anna Gray Sweeney Noe Trust for
Claire Lee Noe, James A. Noe, Jr.
and Betty S. Noe, Co-Trustees

James A. Noe, Jr.
Betty S. Noe
James A. Noe, Jr.
Betty S. Noe

Charles Doyle
Notary Public

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Anna Gray Sweeney Noe Trust for
George McRae Noe, James A. Noe, Jr.
and Betty S. Noe, Co-Trustees

Sharon G. Doyle

Mignon L. Parker

James A. Noe Jr
James A. Noe, Jr.

Betty S. Noe
Betty S. Noe

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, That on this 25th day of July, 1994,
before me, the undersigned Notary Public, duly commissioned and
qualified within and for the State and Parish aforesaid, personally
came and appeared James A. Noe, Jr., and Betty S. Noe, duly
authorized and herein representing Anna Gray Sweeney Noe Trust for
George McRae Noe, as Co-Trustees, to me known to be the identical
persons who executed the above and foregoing Agreement, who declared
and acknowledged to me, Notary, that they executed the above and
foregoing instrument on behalf of Anna Gray Sweeney Noe Trust for
George McRae Noe, as Co-Trustees of their own free will, as their
own acts and deeds, for the uses, purposes and benefits therein
expressed.

Anna Gray Sweeney Noe Trust for
George McRae Noe, James A. Noe, Jr.
and Betty S. Noe, Co-Trustees

James A. Noe Jr
James A. Noe, Jr.

Betty S. Noe
Betty S. Noe

Arnold H. Doyle
Notary Public

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Sharon H. Style

Miguel F. Parker

James A. Noe, Jr.
James A. Noe, Jr.

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, That on this 25th day of July, 1994,
before me, the undersigned Notary Public, duly commissioned and
qualified within and for the State and Parish aforesaid, personally
came and appeared James A. Noe, Jr., to me known to be the identical
person who executed the above, who declared and acknowledged to me,
Notary, that he executed the above and foregoing instrument
individually and of his own free will, as his own act and deed, for
the uses, purposes and benefits therein expressed.

James A. Noe, Jr.
James A. Noe, Jr.
Sharon H. Style
Notary Public

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Sharon G. Doyle
Mignon L. Parker

James A. Noe, Sr., Trust for Claire
Lee Noe, James A. Noe, Jr. Trustee

James A. Noe, Jr.
James A. Noe, Jr.

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, That on this 25th day of July, 1994,
before me, the undersigned Notary Public, duly commissioned and
qualified within and for the State and Parish aforesaid, personally
came and appeared James A. Noe, Jr., duly authorized and herein
representing James A. Noe, Sr., Trust for Claire Lee Noe, as
Trustee, to me known to be the identical person who executed the
above and foregoing Agreement, who declared and acknowledged to me,
Notary, that he executed the above and foregoing instrument on
behalf of James A. Noe, Sr., Trust for Claire Lee Noe, as Trustee
of his own free will, as his own act and deed, for the uses,
purposes and benefits therein expressed.

James A. Noe, Sr., Trust for Claire
McRae Noe, James A. Noe, Jr. Trustee

James A. Noe, Jr.
James A. Noe, Jr.
Donald W. Doyle
Notary Public

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Sharon G. Doyle
Mignon L. Parker

James A. Noe, Sr., Trust for George
McRae Noe, James A. Noe, Jr. Trustee

James A. Noe Jr
James A. Noe, Jr.

STATE OF LOUISIANA

PARISH OF ORLEANS



BE IT KNOWN, That on this 25th day of July, 1994,
before me, the undersigned Notary Public, duly commissioned and
qualified within and for the State and Parish aforesaid, personally
came and appeared James A. Noe, Jr., duly authorized and herein
representing James A. Noe, Sr., Trust for George McRae Noe, as
Trustee, to me known to be the identical person who executed the
above and foregoing Agreement, who declared and acknowledged to me,
Notary, that he executed the above and foregoing instrument on
behalf of James A. Noe, Sr., Trust for George McRae Noe, as Trustee
of his own free will, as his own act and deed, for the uses,
purposes and benefits therein expressed.

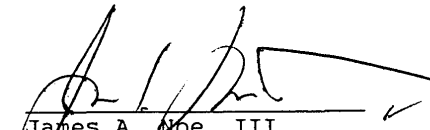
James A. Noe, Sr., Trust for George
McRae Noe, James A. Noe, Jr. Trustee

James A. Noe Jr
James A. Noe, Jr.
Sharon G. Doyle
Notary Public

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

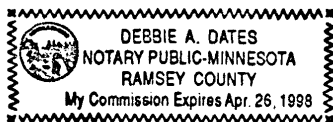



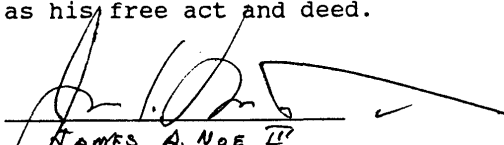

James A. Noe, III

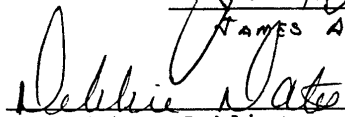
ACKNOWLEDGEMENT

STATE OF Minnesota
PARISH/COUNTY OF Hennepin

On this 27th day of July, 1994, before me
personally appeared James A. Noe, III, to me personally known, who,
being by me duly sworn, acknowledged to me, Notary, that he had
signed the foregoing instrument as his free act and deed.




James A. Noe, III


Debbie A. Dates
Notary Public

My commission expires: Apr. 26, 1998

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
Gay W. Oliphant

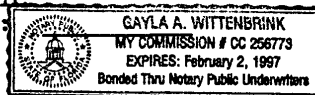
Walter J. Oliphant
Name:
Address: 1003 Lake House Drive South
North Palm Beach, FL 33408

ACKNOWLEDGMENT

STATE OF Florida
PARISH/COUNTY OF Palm Beach

On this 6th day of April, 1994, before me
personally appeared Walter J. Oliphant, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Gayla A. Wittenbrink
Gayla A. Wittenbrink
Notary Public
My commission expires:



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Lew. Michel
Ma Jones

Mary Ferguson Pecarrere
MARY FERGUSON PECARRERE

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Orleans

On this 17th day of March, 1994, before me
personally appeared Mary Ferguson Pecarrere to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

[Signature]
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Stacy L. Hays
Rebecca M. Hittman

Entity: Phantor, Ltd.

By: B. R. Eubanks

Title: President

Address: 4250 NationsBank Center

700 Louisiana Street

Houston, Texas 77002

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/~~COUNTY~~ OF Orleans

On this 29 day of April, 1994, before me
personally appeared B. R. Eubanks, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of Phantor, Ltd.
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

[Signature]

Notary Public

My commission expires: At Death

[Corporate or Partnership signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Susan D. Claffey
Wm B. Lawton

Nathaniel P. Phillips, Jr.
Name: Nathaniel P. Phillips, Jr.
Address: 826 Union Street, Suite 200
New Orleans, LA 70112

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH/COUNTY OF ORLEANS

On this 6th day of April, 1994, before me
personally appeared Nathaniel P. Phillips, Jr., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

H. H. White, Jr.
Notary Public
My commission expires: at death
H. H. WHITE, JR.
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

[Personal signature page]

WITNESSES:

THE CALCASIEU MARINE NATIONAL BANK
OF LAKE CHARLES, as Trustee of the
Edith B. Plauche Testamentary Trust
for Mary Edith Woosley

Carolyn H. Davis

By:

Allain G. Davidson, Jr.
Allain G. Davidson, Jr.
Vice President & Trust Officer
One Lakeshore Drive
Lake Charles, LA 70601

Linda Ellis

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 13 day of June, 1994, before me, personally
appeared ALLAIN G. DAVIDSON, JR., who, acknowledged himself to be
the Vice President and Trust Officer of THE CALCASIEU MARINE
NATIONAL BANK OF LAKE CHARLES, acting as Trustee of the Edith B.
Plauche Testamentary Trust for Mary Edith Woosley, and that he,
being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the Trustee
by himself as Vice President and Trust Officer.

Allain G. Davidson, Jr.

Andre' C. Bichard

NOTARY PUBLIC

My Commission Expires: AT DEATH

WITNESSES:

THE CALCASIEU MARINE NATIONAL BANK
OF LAKE CHARLES, as Trustee of the
Edith B. Plauche Testamentary Trust
for Terrell Woosley, III

Carolyn A. Davis

By: Allain G. Davidson, Jr.
Allain G. Davidson, Jr.
Vice President & Trust Officer
One Lakeshore Drive
Lake Charles, LA 70601

Linda Ellis

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 13 day of June, 1994, before me, personally
appeared ALLAIN G. DAVIDSON, JR., who, acknowledged himself to be
the Vice President and Trust Officer of THE CALCASIEU MARINE
NATIONAL BANK OF LAKE CHARLES, acting as Trustee of the Edith B.
Plauche Testamentary Trust for Terrell Woosley, III, and that he,
being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the Trustee
by himself as Vice President and Trust Officer.

Allain G. Davidson, Jr.

Andre' C. Richard

NOTARY PUBLIC

My Commission Expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

P. P. P.
W. B. Lawton

Charles E. Plumhoff
CHARLES E. PLUMHOFF

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF TRAVIS

On this 28 day of MARCH, 1994, before me
personally appeared CHARLES E. PLUMHOFF to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Nadine Vergilia

Nadine Vergilia
Notary Public
My commission expires: 5-5-97

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

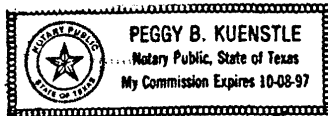
Mollie Hillegast Walter Craig Plumhoff
Samuel B. Valley WALTER CRAIG PLUMHOFF

ACKNOWLEDGMENT

STATE OF TEXAS

PARTISH/COUNTY OF HARRIS

On this 11th day of APRIL, 1994, before me
personally appeared WALTER CRAIG PLUMHOFF to me personally
known, who, being by me duly sworn, did say that he/~~she~~ executed
the foregoing instrument as his/~~her~~ free act and deed for the
purposes therein expressed.



Peggy B. Kuenstle
PEGGY B. KUENSTLE
Notary Public
My commission expires: 10/08/97

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

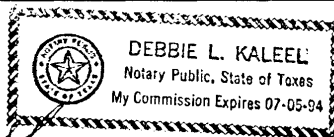
Billy R. McNeil Ruby A. Rabensburg
Judy R. Jager ESTATE OF AUBREY H. RABENSBURG, by
Ruby A. Rabensburg, Executrix

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF Harris

On this 19th day of March, 1994, before me
personally appeared Ruby A. Rabensburg, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Executrix of the
Estate of Aubrey H. Rabensburg, and said appearer acknowledged
to me, Notary, that the foregoing instrument was signed on behalf
of and to be the free act and deed of the aforesaid estate.

Debbie L. Kaleel



Notary Public

My commission expires: 07-05-94

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
Lester Stanley

George W. Schneider III
Name:

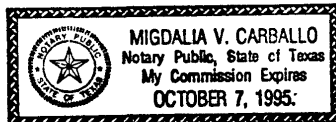
Address: 3510 Ashlock Dr.
Houston, TX 77082

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 6th day of April, 1994, before me
personally appeared George W. Schneider, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Migdalia V. Carballo

Notary Public
My commission expires: October 7, 1995

[Personal signature page]

A.

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Thomas F. Hardie
Rick P. Hulse

Steven Schneider 433-8P-3996

Steven Schneider
Name:

Address: 4750 Pear Ridge Dr. #11307
Dallas, Texas 75287

ACKNOWLEDGMENT

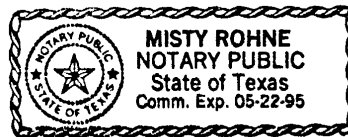
STATE OF Texas

PARISH/COUNTY OF Dallas

On this 1 day of April, 1994, before me
personally appeared Steven Schneider, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Misty Rohne

MISTY ROHNE
Notary Public
My commission expires: 5.22.95



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Ellen M. Loven
Mary Strickland

Mary Margaret Hodge Sour
MARY MARGARET HODGE SOUR

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Caddo

On this 1st day of April, 1994, before me
personally appeared Mary Margaret Hodge Sour, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

George A. Burton, Jr.
Notary Public
My commission expires: with Life

George A. Burton, Jr.
Notary Public
In and for Caddo
Parish, Louisiana

WITNESSES:

Elizabeth T. L.
Janis E. Adams

Stephen Gorham Shaddock
STEPHEN GORHAM SHADDOCK
Address: 1220 SHELL BEACH DRIVE
LAKE CHARLES, LA. 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of JUNE, 1994, before me personally appeared STEPHEN GORHAM SHADDOCK, to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as his free act and deed for the purposes therein expressed.

Andre' E. Richard
Notary Public
My commission expires: AT DEATH

WITNESSES:

Dinda Hicks
Sharon T. L.

William Edward Shaddock, Jr.
WILLIAM EDWARD SHADDOCK, JR.
Address: 1301 Shaddock Dr.
Bossier City, LA 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of JUNE, 1994, before me personally appeared WILLIAM EDWARD SHADDOCK, JR., to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as his free act and deed for the purposes therein expressed.

Andre' C. Richard
Notary Public
My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Wanda R. Boyce
Sharon L. Young

Skye Properties Partnership
represented by Molly W. Marks,
Managing Partner
SKYE PROPERTIES PARTNERSHIP,
represented herein by Molly W. Marks,
Managing Partner

ACKNOWLEDGMENT

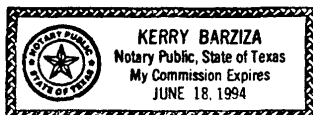
STATE OF Texas

PARISH/COUNTY OF Harris

On this 16th day of March, 1994, before me
personally appeared Molly W. Marks, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Managing Partner of Skye Properties Partnership
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

Kerry Barziza

Kerry Barziza
Notary Public
My commission expires: 6-18-94



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Carmie Aquino
Nancy Powell

Robert E. Stalvey Jr
Name:

Address: P.O. Box 40

Galveston, Texas 77552-0040

ACKNOWLEDGMENT

STATE OF Texas
PARISH/COUNTY OF San Patricio

On this 4 day of April, 1994, before me
personally appeared Robert E. Stalvey Jr to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Darlene Green
Robert E. Stalvey Jr

Notary Public
My commission expires:



[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

William Rodde
William Rodde

David Scott Stare
DAVID SCOTT STARE

ACKNOWLEDGMENT

STATE OF California
PARISH/COUNTY OF Sonoma

On this 31st day of March, 1994, before me
personally appeared David Scott Stare, to me personally
known, who, being by me duly sworn, did say that he/~~she~~ executed
the foregoing instrument as his/~~her~~ free act and deed for the
purposes therein expressed.



Lori Ann Long
Lori Ann Long
Notary Public
My commission expires: 5/20/94

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Kimberly A. Hickney
By: E. Bien

Fredrick Allen Stare
FREDRICK ALLEN STARE

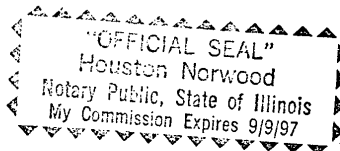
ACKNOWLEDGMENT

STATE OF Illinois

~~DISTRICT~~/COUNTY OF COOK

On this 25th day of March, 1994, before me
personally appeared Fredrick Allen STARE to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Houston Norwood
Notary Public
My commission expires: 9/9/97



Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Don Alvinet
Betty D. Craig

William T. Drost
TOWER ENERGY CO., INC., represented
by William Thomas Drost, Vice
President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of August, 1994, before me
personally appeared William Thomas Drost, to me personally known,
who, being by me duly sworn, did say that he is the duly authorized
Vice President of Tower Energy Co., Inc. and said appearer
acknowledged to me, Notary, that the foregoing instrument was
signed on behalf of, and said appearer acknowledged the instrument
to be the free act and deed of, the aforesaid
corporation/partnership.

William T. Drost
O. J. Bay
Notary Public
My commission expires: 12/31/95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]

[Signature]
TURNBERRY INC. represented by Fred
J. Heyne, President

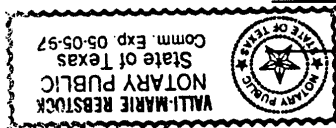
ACKNOWLEDGMENT

STATE OF TEXAS
PARISH/COUNTY OF HARRIS

On this 9th day of March, 1994, before me
personally appeared FRED J. HEYNE III, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of Turnberry Inc.

and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid
corporation/partnership.

[Signature]



Notary Public
My commission expires:

WITNESSES:

Ronald L. Worley
RONALD L. WORLEY
Rebecca T. Pullig
REBECCA T. PULLIG

x *Carolyn H. Turner*
Print Name: CAROLYN H. TURNER
Address: 1038 EAST 70th St.
SHREVEPORT, LA. 71106

STATE OF LOUISIANA

PARISH OF COUNTY OF BOSSIER

On this 11TH day of MAY, 1994, before me personally appeared CAROLYN H. TURNER, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Jeanette B. Edmiston
Notary Public, JEANETTE B. EDMISTON
My commission expires: NOTARY FOR LIFE
BOSSIER-CADDO LOUISIANA

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Charles H. Williams
Stella W. Pearson

EMMETT WAUGHY ESTATE, represented by
John C. Waughy and S.L. Farrington,,
Co-Executors
4/28/94

ACKNOWLEDGMENT

STATE OF _____

PARISH/COUNTY OF _____

On this ____ day of _____, 1994, before me
personally appeared _____, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Executor of the _____, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of and to be the free act and deed
of the aforesaid estate.

Notary Public
My commission expires: _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Linda J. Barnette, a Notary Public in and for said county in said State, hereby certify that S. Lawrence Farrington, known to me to be a co-executor of the E. A. Vaughey Estate, is signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority executed the same voluntarily and in the capacity stated.

GIVEN under my hand and seal this the 4th day of May, 1994


Notary Public

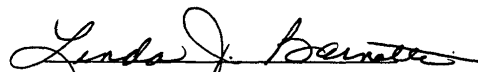
My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Oct. 13, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, Linda J. Barnette, a Notary Public in and for said county in said State, hereby certify that John C. Vaughey, known to me to be a co-executor of the E. A. Vaughey Estate, is signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority executed the same voluntarily and in the capacity stated.

GIVEN under my hand and seal this the 4th day of May, 1994


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Oct. 13, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Brandy White
Randy Blustein

Jack E. Lawton, Jr.
VERMILION EXPLORATION COMPANY represented
by Jack E. Lawton, Jr., President

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH/COUNTY OF Calcasieu

On this 18 day of April, 1994, before me
personally appeared Jack E. Lawton, Jr., to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized President of Vermilion Exploration Company
and said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of said corporation, and said
appearer acknowledged the instrument to be the free act and deed of
the aforesaid corporation/~~partnership~~.

Jack E. Lawton, Jr.

W. D. Miralsh
Notary Public
My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Melissa Abbott
Lori Traylor

Mary Louise Warren by
Mary Jane Gamble, P.O.A.
Name:
Address: 310 Cannon Ct.
St. Simons Isl. Ga. 31522

ACKNOWLEDGMENT

State of Georgia
Parish/County of Glynn

On this 29th day of March, 1994, before me personally
appeared Mary Jane Gamble, to me personally known, who,
being by me duly sworn, did say that he/she is the duly authorized
agent and Power of Attorney for Mary Louise Warren and said appearer
acknowledges that the foregoing instrument was signed of behalf of
and the free act and deed of the aforesaid individual.

Lisa M. Parnelle

Lisa M. Parnelle

Notary Public

Notary Public, Glynn County, Georgia

My commission expires My Commission Expires April 29, 1995

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
[Signature]

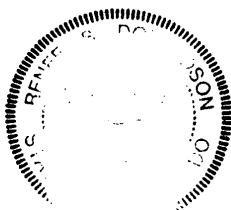
BOBBIE ANN DUGAN WEISS
Name:

Address: 2222 CONSTELLATION DR.
COLORADO SPRINGS, CO 80906

ACKNOWLEDGMENT

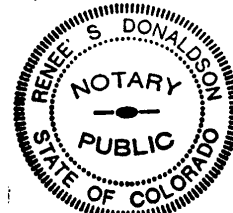
STATE OF Colorado
PARISH/COUNTY OF EL PASO

On this 20TH day of MAY, 1994, before me
personally appeared BOBBIE ANN DUGAN WEISS, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



My Commission Expires 4/14/97

[Signature]
[Signature]
Notary Public
My commission expires: 4-14-97



My Commission Expires 4/14/97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

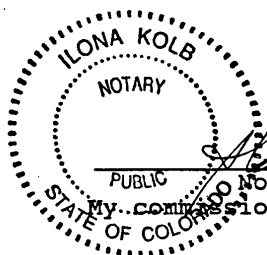
James Heron
Renee J. Davidson

Jana Lynn Weiss
Name:
Address: 3970 HERMITAGE DR.
COLO. SPRGS., CO
80906

ACKNOWLEDGMENT

STATE OF Colorado
PARISH/COUNTY OF E. Paso

On this 10th day of JUNE, 1994, before me
personally appeared JANA LYNN WEISS, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



104 S. Cascade Ave., Suite 101
COLO. SPRGS., CO 80903

Ilona Kolb
My commission expires: 9-22-97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Rachel Duncan
Wayne J. Henderson

ENTITY: Succession of Seymour Weiss
Premier Bank, N.A., Executor

BY:

Don R. McAdams, Jr.
Don R. McAdams, Jr.
P.O. Box 91210
Baton Rouge, LA 70821-9210

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 29th day of April, 1994, before me personally appeared Premier Bank, N.A., as Executor of the Succession of Seymour Weiss, represented herein by Don R. McAdams, Jr., Vice President and Trust Officer of Premier Bank, N.A. and said representative acknowledged to me, Notary, that the foregoing instrument was signed on behalf of, and said representative acknowledged the instrument to be the free act and deed of, the aforesaid Succession of Seymour Weiss.

Robert S. [Signature]
NOTARY PUBLIC

My commission expires: at death

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Laurie Galland
Michael D. Mahan

Thomas Milton Weiss
Name:

Address: 328 N. Meade Ave.
Colorado Springs Co.
80909

ACKNOWLEDGMENT

STATE OF Colorado
PARISH/COUNTY OF Denver

On this 19 day of May, 1994, before me
personally appeared Thomas Milton Weiss to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Thomas M. Weiss

Richard A. Kadung
Notary Public
My commission expires: 8/8/95

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Jeff W. Hargins
Becky Weiss

William B. Weiss
Name:
Address: P.O. Box 1182
Manitou Springs, CO.
80829-1182

ACKNOWLEDGMENT

STATE OF Colorado
~~PARISH~~/COUNTY OF Pueblo

On this 19 day of May, 1994, before me
personally appeared William B. Weiss, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Phil Dams
201 W. 8th St, Pueblo CO 81003
Notary Public
My commission expires: 1-6-97

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Virginia Pool
Dan Callen

William Morris Weiss
Name: William Morris Weiss

Address: 8350 N. Central Expwy, Ste. 1132

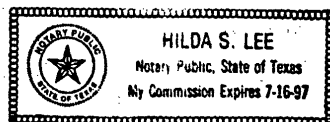
Dallas, Texas 75206-1611

ACKNOWLEDGMENT

STATE OF Texas

PARISH/COUNTY OF Dallas

On this 16th day of May, 1994, before me
personally appeared William Morris Weiss, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Hilda S. Lee

Notary Public
My commission expires: _____

[Personal signature page]

Wilcox 1992 Acquisition Fund, Ltd.
a Partnership in Commandam

WITNESSES:

Entity:

By:

Mark F. Preddy

Print Name: Mark F. Preddy, President of Gen. Pt

Address: 2800 Youree Drive Ste. 350

Shreveport, LA 71104

Title: President, Wilcox Operating Corporation

Managing Partner to Wilcox 1992

Acquisition Fund, Ltd., a Partnership in

Commandam

Will B. Cooper

W. Williams

STATE OF Louisiana

PARISH OF COUNTRY OF Caddo

on this 25th day of April, 1994, before me

personally appeared Mark F. Preddy, to me personally known,

who, being by me duly sworn, did say that he/she is the duly

authorized President of Wilcox Operating Corporation and said

appeared acknowledged to me, Notary, that the foregoing instrument

was signed on behalf of, and said appeared acknowledged the

instrument to be the free act and deed of, the aforesaid

corporation/partnership.

Mark F. Preddy

Will C. Williams
Notary Public
My commission expires: with life

[Corporate or Partnership signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

William W. Koenig
John L. Koenig

William A. Wilkins, Jr.
Name: William A. Wilkins, Jr.
Address: 544 Octavia Street
New Orleans, LA 70115

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

On this 25th day of July, 1994, before me
personally appeared William A. Wilkins, Jr., to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

William A. Wilkins, Jr.
William A. Wilkins, Jr.

Tramuel W. Koenig
Notary Public
My commission expires: at death

NOTARY
Public, State of Louisiana
Notary for Life

[Personal signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Hannah J. Kingsbury

or
msw

Mary Stare Wilkinson
MARY STARE WILKINSON, Trustee of the
MARY STARE WILKINSON 1986 TRUST,
WILKINSON-STARE CHILDRENS TRUSTS FBO
BENJAMIN, CORNELIA, FREDERICK,
HANNAH, AND LILY HOPE WILKINSON

ACKNOWLEDGMENT

STATE OF Connecticut

PARISH/COUNTY OF Middlesex

On this 5th day of April, 1994, before me
personally appeared Mary Stare Wilkinson, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Mary Stare Wilkinson 1986 trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of and to be the free act and deed
of the aforesaid trust.

James D. Amato
Notary Public
My commission expires: _____
NOTARY PUBLIC
NOTARY PUBLIC
NOTARY PUBLIC

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Carol Geller
Jill Arnold

Frederick J. Stare, Trustee ✓
WILKINSON-STARE CHILDRENS TRUSTS FBO
BENJAMIN, CORNELIA, FREDERICK,
HANNAH, AND LILY HOPE WILKINSON,
REPRESENTED HEREIN BY F.J. STARE,
TRUSTEE

ACKNOWLEDGMENT

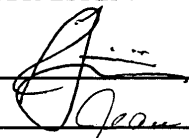
STATE OF Massachusetts
PARISH/COUNTY OF Norfolk

On this 18 day of April, 1994, before me
personally appeared Frederick J. Stare, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the Wilkinson-Stare Children Trust, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of the aforesaid trust.


Barbara Bennett
Notary Public
My commission expires: 05-11-95

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:



Jean Bonchard

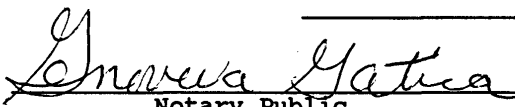


ROBERT L. WILLIAMS

ACKNOWLEDGMENT

STATE OF Arizona
PARISH/COUNTY OF Maricopa

On this 31st day of March, 1994, before me
personally appeared Robert L. Williams, MA, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.



Notary Public
My commission expires: My Commission Expires Jan. 7, 1995

WITNESSES:

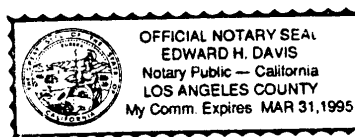
[Signature]
[Signature]

[Signature]
CAROLYN SHADDOCK WOOSLEY
Address: 505 N La Brea Ave
Los Angeles, CA
90048

STATE OF ~~LOUISIANA~~ CALIFORNIA
~~STATE~~ COUNTY LOS ANGELES
~~PARTON~~ OF LOS ANGELES

On this 17 day of JUNE, 1994, before me personally
appeared CAROLYN SHADDOCK WOOSLEY, to me personally known, who,
being by me duly sworn, did say that she executed the foregoing
instrument as her free act and deed for the purposes therein
expressed.

[Signature]
[Signature]
Notary Public
My commission expires: 3/31/94



WITNESSES:

Elizabeth T. L.
Janis E. Adams

Mary Edith Woosley
MARY EDITH WOOSLEY
Address: P.O. Box 7825
LAKE CHARLES, LA. 70601

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of June, 1994, before me personally appeared MARY EDITH WOOSLEY, to me personally known, who, being by me duly sworn, did say that she executed the foregoing instrument as her free act and deed for the purposes therein expressed.

Mary Edith Woosley
Andre' C. Richard
Notary Public
My commission expires: AT DEATH

WITNESSES:

Elizabeth H. H. L.
Janis E. Adams

Terrell Woosley, III
TERRELL WOOSLEY, III
Address: 160 Bayou Drive
Lumberton, Texas 77656

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 3rd day of JUNE, 1994, before me personally appeared TERRELL WOOSLEY, III, to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as his free act and deed for the purposes therein expressed.

Andre'e C. Richard
Notary Public
My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Barnes
Ernest D. Christian

Jane Erin Noe Young
Jane Erin Noe Young

ACKNOWLEDGEMENT

STATE OF Georgia
PARISH/COUNTY OF DeKalb

On this 26th day of July, 1994, before me
personally appeared Jane Erin Noe Young, to me personally known,
who, being by me duly sworn, acknowledged to me, Notary, that she
had signed the foregoing instrument as her free act and deed.

W. J. Thomas
Notary Public
My commission expires DEC. 2nd, 1997
NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES DEC. 2nd, 1997

STATE OF LOUISIANA: OFFICE OF THE CLERK OF
PARISH OF ST. BERNARD: COURT 34th JUDICIAL DIST.
I HEREBY CERTIFY, That the above and foregoing is a true
and correct copy of Agreement filed for
record the 9 of August, 1994 bearing file
No. 303 945 IN TESTIMONY WHEREOF. Witness
my official signature and seal at Chalmette, La. on this
9 day of August A.D. 1994
LENA R. TORRES, CLERK OF COURT
By: Deedra L. Blackwell
Deputy Clerk of Court

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

J. Hill Morris
Wear & Morris -

Entity: ALWYN P. KING JR. Fam Tr.

By: Alwyn P. King III
Trustee

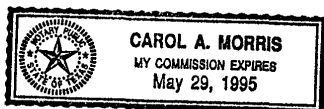
Address: 2301 DREXEL DRIVE
HOUSTON, TEXAS 77027

ACKNOWLEDGMENT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

On this 3/5 day of MARCH, 1994, before me
personally appeared ALWYN P. KING, III, to me personally
known, who, being by me duly sworn, did say that he/she is the duly
authorized Trustee of the ALWYN P. KING JR. FAMILY TRUST, and
said appearer acknowledged to me, Notary, that the foregoing
instrument was signed on behalf of, and said appearer acknowledged
the instrument to be the free act and deed of, the aforesaid trust.



Carol A. Morris

Notary Public
My commission expires: _____

[Trust signature page]

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Richard J. Foster
Richard J. Foster

William Scully
William Scully

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF JEFFERSON

On this 29th day of MARCH, 199 , before me
personally appeared William Scully, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

William Scully

William Scully

Harold J. Werner, Jr.
Notary Public

My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

Richard S. Jester
Richard S. Jester

Robin F. Scully
Robin F. Scully

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF JEFFERSON

On this 29th day of MARCH, 199 , before me
personally appeared Robin F. Scully, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

Robin F. Scully
Robin F. Scully

Harold J. Werner, Jr.
Notary Public
My commission expires: AT DEATH

Attached to and Made Part of
"Agreement By and Among the State of Louisiana and
William B. Lawton Company, Inc. et al", dated February 22, 1994

WITNESSES:

[Signature]
[Signature]

Linda Therpe Conn
Name:
Address: 3028 Nottingham Dr
Shreveport, LA 71106

ACKNOWLEDGMENT

STATE OF Louisiana
PARISH/COUNTY OF Caddo

On this 10th day of February, 1995, before me
personally appeared Linda Therpe Conn, to me personally
known, who, being by me duly sworn, did say that he/she executed
the foregoing instrument as his/her free act and deed for the
purposes therein expressed.

[Signature]
Betty Richardson
Notary Public
My commission expires: Life

BETTYE RICHARDSON, Notary Public
STATE OF LOUISIANA, PARISH OF CADDO
MY COMMISSION IS FOR LIFE

[Personal signature page]

WITNESSES:

Ampho
Mammy Langlin

Anna Gray McLendon, M.D.
Print Name: 2507 Prytania St.
Address: NEW ORLEANS, LA 70320

STATE OF LOUISIANA

PARISH OF COUNTY OF ORLEANS

On this 25th day of May, 1994, before me personally appeared Anna Gray McLendon, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Anna Gray McLendon, M.D. x

[Signature]
Notary Public
My commission expires: at least

[Personal signature page]

WITNESSES:

Keith J. Filveston

Samuel Williams

John C. Newsham
Print Name: John C. Newsham
Address: PO Box 15195
New Orleans, LA 70175

STATE OF Louisiana

PARISH OF COUNTY OF Orleans

On this 7th day of February, 1994⁵, before me personally appeared John C. Newsham, to me personally known, who, being by me duly sworn, did say that he/she executed the foregoing instrument as his/her free act and deed for the purposes therein expressed.

Lauren M. McGee
Notary Public
My commission expires: For Life

[Personal signature page]

CLERK'S OFFICE, FRANKLIN, LA
Received and filed for recordation
at 1.50P MAY 19 1995
S/Joycelyn Jones
Dy. Clerk of Court

STATE OF LOUISIANA
PARISH OF ST. MARY
I, the undersigned Deputy Clerk, 16th Judicial District Court,
St. Mary Parish, Louisiana, ex-Officio Recorder, thereof, duly
commissioned and qualified, do hereby certify that the above
and foregoing is a true and correct copy of the original
Agreement
in CMB 37-7 Entry No. 248877 Page 522
in MOB 7 Entry No. Page
in CMB Entry No. Page
of date MAY 19 1995
IN EVIDENCE WHEREOF, witness my official signature and
the impression of the seal of my office this day
of MAY 19 1995 A.D. 19 at Franklin, St.
Mary Parish, Louisiana. Rita B. McLaurin
DEPUTY CLERK OF COURT